

**City of Rainier
Regular City Council Meeting
November 2, 2020
6 p.m.
Rainier City Hall**

Mayor Jerry Cole called the Regular Council Meeting to order at 6 p.m.

Council Present: Robert duPlessis, Mike Kreger, Steve Massey, Richard Sanders, Jenna Weaver

Council Absent: James Bradfield

City Attorney Present: No

City Staff Present: Sarah Blodgett, City Recorder; Gregg Griffith, Police Chief; W. Scott Jorgensen, City Administrator; Sue Lawrence, Public Works Director

Flag Salute

Additions/Deletions from the Agenda: Lawrence said some changes orders came through from the Oregon Department of Transportation (ODOT) for the closeout of the “A Street” project. Mayor Cole said it could be added as item “e” under Unfinished Business.

Councilor Mike Kreger moved to add that item to the agenda. That motion was seconded by Councilor Steve Massey and adopted unanimously.

Mayor’s Address: Cole said that he’s been meeting with staff weekly. They’re doing a good job and he’s happy with them. He urged everyone to turn in their ballots for the election the following day.

Visitor Comments: Steve Tschida said he and his wife Brenda moved here from Oklahoma 13 months ago and they really like the community.

Consider Approval of the Consent Agenda:

Consider Approval of the October 5, 2020 Regular Council Meeting Minutes—Kreger moved to approve the consent agenda. That motion was seconded by Massey and adopted unanimously.

6. Unfinished Business:

a. Riverfront Trail Update—City Administrator W. Scott Jorgensen said that the easement was obtained for the post office property. The city attorney is working on getting the easement for El Tapatio. He and Lawrence met with the Eagles about moving forward with the easement for that organization's property. Lawrence said the contract for the work is ready to be signed. She is hoping the contractor can be on site this week to do grading and surveying, with the wall design done before Thanksgiving and construction to begin in December. Cole described the three project phases. Jorgensen said he and Lawrence spoke with Cowlitz-Wahkiakum Council of Governments Director Don Fasching about funding for Phase II of the project. Jorgensen also submitted a letter of intent to ODOT for some potential grant funding for its third phase.

b. Fox Creek Update—Jorgensen said that officials with the Oregon Department of Fish and Wildlife will be in town to tour the creek November 24. He's spoken with ODOT's regional manager about the issue. ODOT and ODFW are on the same page. Cole asked Lawrence to do a test of the flood warning system. Councilor Richard Sanders suggested that it be done the following Monday afternoon. Lawrence agreed.

c. Senior Housing

d. RFP for IT Services—Cole said two good bids were received. He met with city staff to discuss them. Office Manager Sarah Blodgett said that staff recommends awarding the bid to More Power Technology. Lawrence analyzed both bids and they were close in price. The city will be able to buy its own firewalls and WiFi.

Kreger moved to award the bid for IT services to More Power Technologies. That motion was seconded by Massey and adopted unanimously.

e. Change Orders for the "A Street" Project Closeout—Lawrence said change order number 16 was for the installation of mailbox supports. It was adjusted for a reduced number of signs that were not installed, resulting in a credit to the city of \$8,588.82. Change order 17 was for storm and sewer installation. The price was adjusted to reflect a \$75,000 credit and a \$10,000 purchase. The net for both adjustments is a \$2,664 credit to the city.

Massey moved to accept the change orders. That motion was seconded by Councilor Jenna Weaver and adopted unanimously.

7. New Business

a. Appointment of New Councilor—Cole said there were two applicants. Councilor James Bradfield sold his house and resigned, so the council can make two appointments. He's reviewed both applications and feels both

individuals are qualified and would make excellent additions to the council. Jorgensen said a council vacancy was advertised and he's spoken with both applicants. Massey asked if the council could appoint both. Cole said it can. Kreger said he has spoken with applicant Connie Budge. Sanders said he recommends both applicants be appointed.

Sanders moved to appoint Brenda Tschida to the Council Position 3 that was vacated by Bradfield and Budge to the Council Position 4 that was vacated by Sloan Nelson. That motion was seconded by Massey and adopted unanimously.

Tschida and Budge were both sworn in by Cole and took their places at the council dais.

b. Prescott Sewer Services-Prescott Mayor Laurie Blair said a committee is trying to find solutions and there is a sense of urgency. Five homes have been red-tagged. It would be easy to set up with Rainier's system. Prescott has been applying for grants to pay for the process. That includes a grant through the U.S. Department of Agriculture. Prescott has a contact for grant applications through Business Oregon. Weaver asked if the issues are with wastewater and drinking water. Blair said Prescott has to update its drinking water system due to arsenic. The community brings in bottled water. Weaver asked if Prescott has a shared system. Blair said it does. There are six homes that have good septic systems that would like to opt out. Prescott is trying to determine the cost of the system. Partnering with Rainier is their first choice. She spoke with Lawrence about using special holding tanks for the five homes that have been red-tagged. Cole said he's discussed it with staff. Matches are usually required for grants. It's also possible to obtain funding through bonds and levys. Blair said Prescott's current levy expires in one and a half years. Cole said he could support a partnership with Prescott but doesn't want it to cost anything for Rainier's taxpayers. Blair agreed. Cole said System Development Charges may be required as buy-in into Rainier's infrastructure. He would support developing a special rate for the five homes that have been red-tagged to help out. Any agreement would have to work out for both parties. Blair said Prescott's population is 75. There are 36 homes and two more that have applied for building permits. Councilor Connie Budge asked if sewer services can be extended unless there was an eventual annexation agreement and how many miles the city's lines would have to be extended. It would have to be four miles. Blair said there is not enough available property for a drain field for sewer. Prescott is trying to get an easement from PGE and will need holding tanks to pump from. Cole suggested that some council members form a work group to meet to discuss the matter. Sanders asked if adding Prescott will have a big impact on the city's system. Lawrence said it would not. Sanders and Kreger volunteered to serve on the work group. Blair said weekly meetings are being held. She

asked how far the city's systems reach. Lawrence said they go to the edge of Rainier. Blair asked if any other communities have approached Rainier about similar issues. Lawrence said none have, but there could still be a need. Columbia County Environmental Services Specialist Erin O'Connell said there are businesses and an RV park in Lindbergh that may want to connect to Rainier's system. That area has properties on bedrock. Agreements have been developed between Columbia City and St. Helens and Regional Solutions set up a similar deal with the City of Warrenton and one of its neighboring communities. Cole said the work group can report back to council.

c. Franchise Agreement Renewal for Crown Castle's AT&T Tower Site at 73281 Neer City Road, Site #855947-Tamara Erickson said that the current lease expired the previous Saturday. Under it, the company pays the city \$1,199.81 per month. Adding 50 years to the lease would make it easier for the company to market the site to customers and make it more secure for them. The company would like to increase the size of the lease area for equipment installation. It is willing to provide 50 percent of that revenue to the city if the area is expanded, and 25 percent of new customer revenue. The city will also receive a one-time payment of \$5,000. There's also a pre-payment option that the city can receive for the next ten years. It would receive an initial \$100,000 payment, then monthly payments afterwards. Another option would be for a perpetual easement. The company would pay the city \$100,000 now, then \$2,000 per month for the next ten years. Blodgett asked what would happen after those ten years. Erickson said there would be no rent payments made to the city, but the revenue sharing would still take place. Cole said he didn't like that option. Erickson described the first option as being status quo. Weaver and Cole expressed their preferences for that option. Councilor Robert duPlessis asked if the rental rate was locked in for the first option. Blodgett said it includes a 12 percent increase every five years. Erickson verified. Blodgett asked if the property tax reimbursement that's in the existing agreement will remain in place. Erickson said it would.

Weaver moved to approve the first option presented by Crown Castle for the franchise agreement for its AT&T Tower Site at 73281 Neer City Road, Site #855947. That motion was seconded by Massey and adopted unanimously.

d. RFP for City Engineering Services-Cole said the city has been asking its current engineering firm to do work on the wastewater plant for months. The firm has ignored the city. He instructed staff to fire the firm and wants to put those services out for an RFP.

Kreger moved to direct staff to put the city's engineering services out for an RFP. That motion was seconded by Sanders and adopted unanimously.

e. Fire Code Adoption-Cole said the intergovernmental agreement between

the City of Scappoose and Columbia River Fire and Rescue (CRFR) was terminated. CRFR is now performing fire marshal services as a result and needs the city to adopt the fire code that was included in the council packet.

Massey moved to adopt the proposed fire code. That motion was seconded by Kreger and approved unanimously.

f. First Reading of Ordinance 1077-Marijuana Facilities

g. Second Reading of Ordinance 1076-Park Rules and Regulations

Kreger moved to approve Ordinance 1076. That motion was seconded by duPlessis and adopted unanimously.

h. Resolution 20-11-01-Bank Account Signers

Kreger moved to approve Resolution 20-11-01 with corrections. That motion was seconded by Massey and adopted unanimously.

i. Resolution 20-11-02-Budget Appropriation Change

Police Chief Greg Griffin said that a line item to the city's budget was created after it was adopted. Around \$12,000 was taken out of the police department's budget for its contributions to the city's insurance premium payment.

duPlessis moved to approve Resolution 20-11-02. That motion was seconded by Kreger and adopted unanimously.

j. Water Master Plan-Lawrence said she received a bid from West Yost for \$99,000. The current master plan is outdated. Cole asked if the plan update was budgeted for. Lawrence said it is. Cole said the city needs to show state regulatory agencies that it is making progress. Kreger said he supports moving forward with the master plan update.

Kreger moved to approve a direct appropriation of \$99,000 to West Yost for the master plan. That motion was seconded by Massey and adopted unanimously.

k. Inflow and Infiltration Engineering Study-Lawrence said this is needed for compliance with Department of Environmental Quality mandates. She received a bid for \$16,000.

Kreger moved to approve the \$16,000 bid. That motion was seconded by Massey and adopted unanimously.

1. Water Plant Repair Project Award-Lawrence said the facility is 20 years old. She recommends refurbishing to ensure continued regulatory compliance and received two bids. She recommends awarding the bid to WesTech for \$121,000.

Kreger moved to approve the bid for WesTech. That motion was seconded by Massey and adopted unanimously.

m. Lewis Road Improvements Project Award-Cole said that the road's residents want improvements. Lawrence said public works spends a lot of time maintaining the area through the use of gravel and an icer. She recommends having an asphalt grinding rolled and compressed. It will leave the road in a much better condition. She recommends awarding the bid to Thompson Brothers for \$19,000.

Kreger moved to award the bid to Thompson Brothers. That motion was seconded by Massey and adopted unanimously.

n. 4th Street Loop Sewer Line Project Award-Lawrence said the city has received a Small Cities Allotment grant to pave the area, but wants to do some infrastructure work beforehand. She received a bid for \$61,523 and recommends approval.

Kreger moved to award the \$61,523 to Michels Corporation. That motion was seconded by duPlessis and adopted unanimously.

8. Staff Report-Jorgensen said and the Friends of Fox Creek board president toured that area. He and Lawrence did the same, along with Nice Creek, with representatives of the Estuary Partnership. The employee handbook is being updated in consultation with CIS. He's spoken with the state director for the USDA's Rural Development Office about possible funding streams for infrastructure upgrades, the ODOT Regional Manager about Fox Creek and a representative of Hudson Garbage Service. Along with the city planner, he had a meeting with a property owner about expanding the city's urban growth boundary. He toured the city's watershed and conducted panel interviews for the city's wastewater/water plant operator position, along with Lawrence and John Dewey. His father passed away Sunday night, so he will be out of the office most of the week to go to Southern Oregon to handle those matters.

9. Council Reports-Kreger said that Hope Chest will be doing its grand opening the following Monday at noon.

10. City Calendar/Announcements

Cole adjourned the meeting at 8:08 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

DRAFT

City of Rainier, Council Member, Position 2						
VOTE FOR 1						
	No Candidate Filed	Write-in Totals	Total Votes Cast	Overvotes	Undervotes	Contest Total
15 City of Rainier	0	198	198	0	921	1,119
Totals	0	198	198	0	921	1,119


City of Rainier, Council Member, Position 6						
VOTE FOR 1						
	Michael Kreger	Write-in Totals	Total Votes Cast	Overvotes	Undervotes	Contest Total
15 City of Rainier	726	18	744	0	375	1,119
Totals	726	18	744	0	375	1,119

City of Rainier, Council Member, Position 7						
VOTE FOR 1						
	No Candidate Filed	Write-in Totals	Total Votes Cast	Overvotes	Undervotes	Contest Total
15 City of Rainier	0	173	173	0	946	1,119
Totals	0	173	173	0	946	1,119

City of Rainier, Mayor						
VOTE FOR 1						
	Jerry Cole	Write-in Totals	Total Votes Cast	Overvotes	Undervotes	Contest Total
15 City of Rainier	825	38	863	0	256	1,119
Totals	825	38	863	0	256	1,119

I hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the November 3, 2020 General Election.

Dated this 20th day of November 2020.


Elizabeth E. Huser
Columbia County Clerk



Rainier City Council 2

Write in Abstract
Precinct 15

LAST NAME	FIRST NAME	Middle	SUM
weaver	jenna		55
richardson	levi		7
langner	paul		4
nelson	sloan		4
donnelly	catherine	a	3
hancock	susie		3
hawkins	phillip	joe	3
mcdaniels	vicki		3
self	michael	d	3
cunningham	caleb		2
guist	al		2
harrel	jesse		2
holum	shane		2
hooper	marc		2
hunt	gary		2
lewis	john		2
marth	john		2
moon	janet		2
o'connell	erin		2
perkins	preston		2
philpott	paul		2
pumphrey	pam		2
rogers	nathan		2
sandercock	d-jay		2
schaffner	michael		2
schlamp	caleb		2
self	michael		2
wardle	lori		2
waymire	david	r	2
webster	robert		2
williams, III	william		2
wright	colt		2
abbott	thomas		1
able	brain		1
ammons	joe		1
bledsoe	sally		1
bogardus	terry		1
brittain	jerry		1
budge	connie		1
burns	easten		1
coffman	j	p	1
cole	jerry		1
crawford	anna	maria	1
dolah	june	van	1
donnelley	katherine		1
duplessis	robert		1
elbert	elizabeth		1
forrest	fred	d	1

LAST NAME	FIRST NAME	Middle	SUM
gartin	don		1
gaston	mark		1
goldsmith	ronda	lee	1
goldsmith	rhonda		1
goodrich	sidney		1
gorger	chad		1
gorman	patricia	l	1
guist	albert		1
hagstrom	tom		1
hamilton, jr	harold	b	1
harrel	jesse	t	1
heston	diana		1
hunt	harold		1
johnson-tschida	brenda		1
kenna	jan	spika	1
klein	william		1
lehman, III	robert	w	1
levelle	jeanel		1
lyvinson	greg		1
manning	peter		1
mason	jackson		1
mouser	fred		1
murray	kenneth		1
nelson	chelsea		1
nichols	lee		1
no one			1
norman	john		1
o'brien	dennis		1
schaffner	michael	scott	1
shorey	kristina	marie	1
skoch	gary	w	1
skyles	penny		1
sorensen	jennifer		1
stecker-cameron	rhonda		1
sturgill	melissa		1
tarbell	charles		1
taylor	judith		1
tiemens	michael		1
tschida	brenda		1
turner	kyle		1
verer	duius		1
walker	phillip		1
waymire	david		1
weaber	jenna		1
weaver	jana		1
weaver	jenn		1
woodruff	howard		1
zasta	ben		1
UNDERVOTE			3

Rainier City Council 7

Write in Abstract
Precinct 15

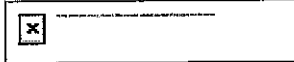
LAST NAME	FIRST NAME	Middle	SUM
richardson	levi		69
nelson	sloan		4
hancock	susie		3
hunt	gary		3
philpott	paul		3
poat	jennifer	theresa	3
self	michael	d	3
briggs	sue-ellen		2
harrel	jesse		2
hawkins	phillip	joe	2
holcom	gary		2
langner	paul		2
lewis	john		2
perkins	preston		2
rogers	nathan		2
schaffner	michael		2
schlamp	caleb		2
self	michael		2
wardle	lori		2
weaver	jenna		2
webster	ronda		2
williams III	william		2
wright	colt		2
abbot	thomas	glen	1
abbott	diana	bowvey	1
botkin	david		1
brittain	jerry		1
brown	greg		1
budge	connie		1
burns	easton		1
butcher	phil		1
cameron	richard		1
comstock	Kimberly		1
deaton	terry		1
doe	jane		1
donnelly	catherine	a	1
donnelly	katherine		1
donnelly	catherine		1

LAST NAME	FIRST NAME	Middle	SUM
forrest	fred		1
garrett	mistie		1
gartin	don		1
gaston	jim		1
gaston	marie		1
gault	kelly		1
goldsmith	rhonda	lee	1
goldsmith	rhonda		1
gorman	patricia	l	1
guist	albert		1
guist	chris		1
hagstrom	tom		1
hamilton Jr.	harold		1
heston	diana		1
kyle	charlotte		1
Lehman III	robert	w	1
lyvinson	connie		1
mason	charles		1
mckay	kaylee		1
mcquilling	sean		1
Nelson	chelsea		1
no one			1
nordstrom	dena	r	1
norman	john		1
o-brien	dennis		1
patton	calvin		1
ronan	jessica		1
sharey	Kristina	Marie	1
skoch	gary	w	1
sorenson	carl		1
swanson	jon		1
thorud	cynthia	M	1
tiemens	michael		1
Tschida	brenda		1
UNDERVOTE			4

Scott Jorgensen

From: Mike Cully <leagueoforegoncities@orcities.org>
Sent: Monday, November 9, 2020 2:59 PM
To: Scott Jorgensen
Subject: Request to be Added to Council Agendas

Follow Up Flag: Follow up
Flag Status: Flagged



Hello City Managers and Recorders,

Starting December 1 and continuing through December 15, the LOC will be conducting its popular "Elected Essentials" training program virtually for our 241 cities across the state. These are free, one-day workshops that cover the fundamentals of city government for both new and returning elected officials, as well as city staff.

The LOC is respectfully requesting your help in promoting these trainings. If possible, we would like to have this flyer included in your council's next agenda packet as an FYI.

If including the attached flyer in your council packet is feasible, the LOC would appreciate receiving a copy of the packet. This will help us track which cities are helping with our promotion efforts and how that resulted in statewide participation by our member cities.

For more information, including the full schedule, here is a link to the Elected Essentials page on our website:
<https://www.orcities.org/education/training/loc-training-calendar/details/elected-essentials>

We look forward to seeing you and your city representatives at one of our

Scott Jorgensen

From: League of Oregon Cities <leagueoforegoncities@orcities.org>
Sent: Monday, November 30, 2020 10:49 AM
To: Scott Jorgensen
Subject: Register Now for City Day at the Capitol

[View this email in your browser](#)



Registration Now Open for City Day at the Capitol

City officials are invited to attend City Day at the Capitol on **January 28**, the major local government event of the legislative session. This event is the opportunity to stand with other city officials from around Oregon in support of the LOC's advocacy efforts. It is also the time to let legislators know how actions they take could impact local communities.

Highlights of City Day at the Capitol will include presentations from League staff on legislative priorities, briefings from the legislative leadership about their objectives for the session, and a legislative reception for legislators and city officials.

A preliminary agenda of the day's events along with information on registering for the event can be found on the [LOC website](#). Registrations for City Day at the Capitol are due by January 22.

Register Now

Questions? Contact Jenna Jones at jjones@orcities.org

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www.orcities.org

INDEPENDENT CONTRACT FORESTRY CONSULTANT

Dated January 3, 2021, between, _____ ("Owner"), whose address is _____ and CBR Forestry, LLC ("Contractor"), whose address is 915 SW Rimrock Way Suite 201-339, Redmond OR. 97756.

RECITALS:

OWNER owns or controls the land hereinafter described and desires to have performed upon the land, the work hereinbelow set forth. **Contractor** represents that **Contractor** is engaged in the business of performing work such as that described below and has the skills, tools, equipment and permits necessary to carry on such business and desires to perform such work as an independent contractor.

AGREEMENTS

1. **Work location, scope, specifications and standards:**
 - a. "The land" upon which the work is to be performed is located in Columbia County, State of Oregon, and is the land outlined in Exhibit "A" attached hereto and made a part hereof.
 - b. "The work" to be performed by **Contractor** is described in Exhibit "B" attached and made a part hereof.
 - c. **Contractor** shall perform the work in such a manner as will attain the results set forth in Exhibit "B". **Contractor**, at **Contractor's** sole expense, shall furnish all labor, supervision, tools, equipment and materials necessary to satisfactorily complete the work unless otherwise stipulated in Exhibit "B".
2. **Term, Suspension of Work:**

"The term" of this contract shall begin on January 3, 2021, and shall end on December 31, 2021.
3. **Insurance:**
 - a. Prior to commencement of the work, **Contractor** shall obtain and maintain in full force and effect during the term hereof, at **Contractor's** sole expense, and shall furnish **Owner** with certificate of insurance evidencing the following insurance coverage upon

Contractor's operation hereunder. **Owner** shall have the right to require the use of the Insurance Certificate form (ACORD 25-S {3/88} or most recent revision thereof) by **Contractor's** insurance carrier.

1. Comprehensive general liability, including contractual, products and completed operations, with minimum limits of \$100,000 per occurrence and \$300,000 property damage, or minimum combined single limit of \$300,000. **Owner** shall be named as an additional insured.
 2. Comprehensive automobile liability, covering owned, hired and non-owned vehicles, with minimum limits of \$100,000 per person and \$300,000 per accident and \$100,000 property damages, or minimum combined single limit of \$300,000.
- b. **Contractor** shall require **Contractor's** insurance carrier(s) to give "**Owner**" at least thirty (30) days' written notice prior to any change or cancellation of said coverage, either in whole or in part, and the failure of **Contractor's** insurance carrier(s) to give said notice as required shall be a default on **Contractor's** part.

4. **Consideration, payment**

Owner agrees to pay **Contractor** in accordance with Exhibit "B" attached hereto and made a part hereof of work satisfactorily performed hereunder by **Contractor**.

5. **Independent Contractor Status**

Contractor is an independent contractor. The work must meet the specifications and standards described in paragraph 1, but **Contractor** is required to exercise **Contractor's** own skill and judgment in performing the work. **Contractor** will, either personally or through employees, agents or subcontractors, perform this contract at **Contractor's** own expense and by and according to **Contractor's** own means and methods, and free from any control or right of control of **Owner's** to render any definite hours of work or labor in the performance of this contract, but on the contrary, **Contractor** may perform this contract at **Contractor's** own pleasure as to time and by whatever means and methods of performance **Contractor** determines and **Owner** shall and may look only

to the results of **Contractor's** work and require that such results be in conformity with, and completed within the term, of this contract.

6. Compliance with laws

- a. **Contractor** covenants that **Contractor** shall comply with all existing and future federal, state, county and local laws, rules, regulations and government orders, as now written and as may be hereafter amended and enacted, which are applicable to this contract, including without limitation the Civil Rights Act of 1964, Title VII, as amended.
- b. **Contractor**, at **Contractor's** sole expense and prior to **Contractor's** commencement of the contract work, shall obtain all permits and licenses required in **Contractor's** performance of this contract.
- c. **Contractor** does hereby indemnify and save harmless **Owner** from and against all liability and claims of liability arising out of **Contractor's** noncompliance with this paragraph 6.

7. Threatened and endangered species of wildlife: Contractor shall:

- a. Promptly report any sightings of threatened and endangered wildlife species on or near **Owner** lands or operations to **Owner's** contract supervisor or other designated representative.
- b. Suspend or modify operations where necessary to avoid killing or injuring threatened and endangered wildlife, and promptly notify **Owner** of the steps taken.
- c. Promptly report any dead or injured threatened and endangered wildlife on **Owner** lands or operations to **Owner**. If **Owner's** representatives are not available to report the information to U.S. Fish and Wildlife Service and the state wildlife agency, **Contractor** must do so immediately. Do not handle or disturb any dead or injured threatened and endangered wildlife or disturb the scene where they are found until the agencies complete their investigation.
- d. Inform all employees of **Contractor** who will work on or near **Owner's** lands under this contract of these requirements, and include these provisions in any subcontracts for such work.

8. Protection of Owner from losses and claims

- a. **Contractor** shall promptly pay for all damage to property owned or controlled by or in the possession of **Owner** resulting directly or indirectly from negligent acts or omissions of **Contractor**.
- b. **Contractor** shall prevent filing of any liens against any property owned or controlled by **Owner** arising out of the work.

9. **Default**

- a. If either party defaults, the other may immediately suspend work by either oral or written notice to the defaulting party. If the default is not remedied within three (3) days after such notice, the non-defaulting party may terminate this contract.
- b. If either party becomes insolvent or the subject of a proceeding under any bankruptcy law, or makes an assignment for the benefit of creditors, or has a receiver appointed to manage its affairs, then the other may immediately terminate this contract.
- c. If disputes arise between the parties out of this contract, the prevailing party shall be entitled to recover (in addition to all other damages) all costs reasonably incurred to prepare for and conduct any litigation.
- d. Nothing in this paragraph shall bar any other or additional legal or equitable remedy available to one party in the event of default by the other.

10. **Notices**

Notices shall be given personally or by mail addressed to the party being served at the address set forth above. Notice shall be in writing.

CONTRACTOR

OWNER

By _____
Byron C. Rickert

By _____

Date 1/3/21

Date _____

EXHIBIT "B"

Description of Work to be Performed

FORESTRY CONSULTING

Contractor agrees to perform the following work:

- A. Provide recommendations for forest management activities to include, but not limited to:
 - . harvesting
 - . tree planting
 - . site preparation
 - . vegetation control
 - . road maintenance
 - . animal damage control
 - . mechanical stand improvement
- B. Keep accurate records
- C. Payment for services -----\$45.00/hr.

Owner's initial _____
Date _____

Contractor's initial _____
Date _____

EXHIBIT "C"

Payment procedures

FORESTRY CONSULTING

1. Basis for payment

Pay will be for the hours worked.

2. Amount of payment

- a. The **Contractor** will be paid at the rate of \$39.00 per hour (including transportation) starting and ending at the owners property.
- b. **Contractor's** office hours will be billed at \$39.00 per hour for completing necessary records and forms.

Owner's initial _____
Date _____

Contractor's initial _____
Date _____

**BEFORE THE CITY COUNCIL OF
THE CITY OF RAINIER**

RESOLUTION #20-12-01

**A RESOLUTION TO ADOPT PERSONNEL POLICIES AND PROCEDURES AND
REPEAL THE PRIOR POLICY ADOPTED SEPTEMBER 20, 2010**

WHEREAS, the City of Rainier adopted a Personnel Policies and Procedures on September 20, 2010; and

WHEREAS, from time to time the Council deems it necessary to update the Personnel Policies and Procedures Manual and incorporate all amendments.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Common Council of the City of Rainier, Oregon that:

1. Personnel Policies and Procedures Manual adopted on September 20, 2010 is hereby repealed; and
2. The City of Rainier Personnel Policies and Procedures, as set forth in Exhibit A, which is attached hereto and by this reference incorporated herein, is adopted in its entirety as the *Personnel Policies and Procedures* for the City of Rainier.

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon this _____ day of _____, 2020.

Jerry Cole, Mayor

Attested:

W. Scott Jorgensen, City Administrator

ORDINANCE NO. 1077

AN ORDINANCE OF THE CITY OF RAINIER AMENDING ORDINANCE NO. 1067 and 1068 BUSINESS LICENSE REGULATIONS FOR MARIJUANA FACILITIES

**NOW THEREFORE, BASED ON THE FOREGOING, THE CITY OF RAINIER
ORDINANCE AS FOLLOWS:**

WHEREAS, the voters adopted Measure 91 in November 2014 , legalizing the growing, distribution, possession and use of recreational marijuana in certain amounts for people aged 21 or older and directs the Oregon Liquor Control Commission to license the retail sale of marijuana;

WHEREAS, the Legislature enacted Senate Bill 460 (2015) to allow medical marijuana dispensaries to sell limited marijuana retail product starting October 1, 2015;

WHEREAS, the issue of whether a local government believes a certain type of business should operate within its jurisdictional limits is a local government decision, the enforcement of which is subject to the general and police powers of that jurisdiction;

WHEREAS, the City Council wants to provide business license regulations for marijuana dispensaries in the City to protect and benefit the public health, safety and welfare of existing and future residents and businesses in the City;

WHEREAS, the City of Rainier has set the following marijuana facility regulations as described in Ordinance 1067 as amended by 1068 now, therefore, the City of Rainier wishes to amend Ordinance numbers 1067 and 1068 as follows:

WHEREAS, the City of Rainier is hereby amending Ordinance 1067, and 1068, page 1, Definitions, Marijuana Facility; to add the following language **“marijuana facility will allow an additional 1,600 square feet of consumer sales area. The remaining portion in addition to the 1,600 square feet of consumer sales area can include restroom, storerooms, and office rooms.”**

WHEREAS, the City of Rainier is hereby amending Ordinance 1067, and 1068, Standards of Operation, #4 as follows: **“If marijuana facilities are located with-in 200 feet of a church they must be closed on Christmas , Christmas Eve, Sundays and closed by 6:00 PM on Wednesdays”.**

Except as amended herein, remaining portions of Ordinance 1067, and 1068 shall remain in full force and effect.

ENACTED THIS day of November, 2020, by the City Council of the City of Rainier and signed by the Mayor on the day of November, 2020.

CITY OF RAINIER

BY: _____

Jerry Cole, Mayor

ATTEST:

BY: _____

Scott Jorgensen, City Administrator



1-800-698-6783

PROPOSAL

To	Site	Date	8/18/2020
CITY OF RAINIER PO BOX 100 RAINIER, OR 97048	CITY OF RAINIER 106 W B ST RAINIER, OR 97048		
Attn. SUE LAWRENCE			
Ref. # SQ-440792	Phone (360) 281-5613 Fax	Job (360) 281-5613 Phone	

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

Front Entrance:

We propose to furnish, deliver, and install the following subject to the terms noted below:

One (1) new **Pair of Glass and Aluminum Storefront Doors with Frame** for your existing opening with the following benefits:

- ❑ Medium-stiles and rail for full view
- ❑ Bronze Anodized finish for corrosion resistance
- ❑ Entry pull handles for easy access
- ❑ 1" Insulated glass with Grid Pattern to replicate appearance of original doors
- ❑ Access control system with double magnetic lock, exit push bars, card reader, 25 prox cards and all related hardware.

We will secure the new doors into place, align for proper clearance, lubricate all moving parts, adjust the closing speed for ADA Requirements, test the locking system, clean the glass and surrounding area, and perform our Quality Assurance & Safety Check to ensure safe and proper operation of the complete door system.

FOR THE TOTAL NET SUM OF.....\$13,506.70

*****Wiring from control room to doors must be pulled by others*****

*****Customer to provide Ethernet port and dedicated static IP address*****

Please note this bid INCLUDES the following:

1. Vortex Exclusive **three (3) year Limited Warranty**.
2. Adjustments to meet ADA Compliance Codes where hardware is compliant.
3. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
4. Removal and disposal of damaged material.

Please note this bid DOES NOT INCLUDE the following:

1. Re-keying to match existing keys.
2. Any hidden conditions, damage or finish paint.
3. Prevailing Wage Rates if required are not included unless specified.

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: <u>25</u> % on deposit. Balance due upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") VORTEX INDUSTRIES, INC. ("VORTEX")
By	By Melissa Moschos (POR)
Date	Date 8/18/2020



PROPOSAL

1-800-698-6783

To	Site	Date	8/18/2020
CITY OF RAINIER PO BOX 100 RAINIER, OR 97048	CITY OF RAINIER 106 W B ST RAINIER, OR 97048		
Attn. SUE LAWRENCE			
Ref. # SQ-440792	Phone (360) 281-5613 Fax	Job (360) 281-5613 Phone	

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

Side Entrance:

We propose to furnish, deliver, and install the following subject to the terms noted below:

One (1) new **Pair of Glass and Aluminum Storefront Doors with Frame** for your existing opening with the following benefits:

- ❑ Medium-stiles and rail for full view
- ❑ Bronze Anodized finish for corrosion resistance
- ❑ Entry pull handles for easy access
- ❑ 1" Insulated glass with Grid Pattern to replicate appearance of original doors
- ❑ Access control system with double magnetic lock, exit push bars, card reader, 25 prox cards and all related hardware.
- ❑ New wireless wave sensors for existing ADA operator

We will secure the new doors into place, align for proper clearance, lubricate all moving parts, adjust the closing speed for ADA Requirements, test the locking system, clean the glass and surrounding area, and perform our Quality Assurance & Safety Check to ensure safe and proper operation of the complete door system.

FOR THE TOTAL NET SUM OF.....\$13,625.60

Wiring from control room to doors must be pulled by others

Customer to provide Ethernet port and dedicated static IP address

Please note this bid INCLUDES the following:

5. Vortex Exclusive **three (3) year Limited Warranty.**
6. Adjustments to meet ADA Compliance Codes where hardware is compliant.
7. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
8. Removal and disposal of damaged material.

Please note this bid DOES NOT INCLUDE the following:

4. Re-keying to match existing keys.
5. Any hidden conditions, damage or finish paint.
6. Prevailing Wage Rates if required are not included unless specified.

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: <u>25</u> % on deposit. Balance due upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") VORTEX INDUSTRIES, INC. ("VORTEX")
By	By Melissa Moschos (POR)
Date	Date 8/18/2020



1-800-698-6783

PROPOSAL

To	Site	Date
CITY OF RAINIER PO BOX 100 RAINIER, OR 97048	CITY OF RAINIER 106 W B ST RAINIER, OR 97048	8/18/2020
Attn. SUE LAWRENCE		
Ref. # SQ-440792	Phone (360) 281-5613 Fax	Job (360) 281-5613 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

Please fax or email signed proposal to: PORSC@VortexDoors.com
(503) 643-3384
(503) 644-3460 (Fax)

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: <u>25</u> % on deposit. Balance due upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") VORTEX INDUSTRIES, INC. ("VORTEX")
By	By Melissa Moschos (POR)
Date	Date 8/18/2020

LIMITED WARRANTY

1. **APPLICABLE PERIOD.** The VORTEX warranty for materials or labor (as appropriate) is applicable to cover problems promptly reported in writing within the following periods specified:
 - 1.1 **NEW PRODUCT INSTALLATIONS.**
 - A. Heavy Duty Rolling Steel Doors and Hollow Metal Doors - Five Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 100% Material, No Labor, 3rd year - 20% Material, No Labor, 4th and 5th Year - 10% Material, No Labor.
 - B. Overhead, Glass Entrance and Light Weight Rolling Steel Doors, Motors and Other New Product Installation - Three Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 20% Material, No Labor, 3rd year - 10% Material, No Labor.
 - 1.2 **REPAIRS.**
 - A. Repairs Performed as Recommended by VORTEX: 100% Materials for 1 year, and 90 days Labor. B. Limited Scope Repairs - No Warranty.
2. **LIMITED WARRANTY.** OUR WARRANTY IS FURTHER LIMITED AS FOLLOWS:
 - 2.1 Our warranty shall not extend to or cover deterioration due to rust resulting from (i) damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, (ii) occurring as a result of any physical damage after the door left our control, or (iii) failure to provide reasonable, necessary and proper maintenance (see paragraph 3 below).
 - 2.2 Our warranty shall not extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.
 - 2.3 VORTEX does not warrant conformity with any building or fire codes. Customer is responsible for obtaining any required permits and giving any required notices.
 - 2.4 WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, AS TO ANY MANNER WHATSOEVER WITH RESPECT TO THIS PRODUCT EXCEPT FOR ANY IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW, AND ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.
 - 2.5 IN THE EVENT OF THE BREACH OF THE WARRANTY DESCRIBED ABOVE, VORTEX'S SOLE RESPONSIBILITY SHALL BE TO REPAIR OR REPLACE ANY PRODUCT WHICH PROVED TO HAVE BEEN DEFECTIVE DURING THE WARRANTY PERIOD. In the event VORTEX fails to or elects not to repair or replace the defective products, VORTEX'S responsibility shall be limited to the damages specified in Section 5 below.
 - 2.6 This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
 - 2.7 Only an authorized corporate officer of VORTEX may modify or add to the warranties set forth above, and any such modification or addition must be in writing and separately executed by such corporate officer.
3. **OWNER'S RESPONSIBILITY.**

The proper operation and maintenance of your doors is critical. If your door is equipped with a hand chain or pull rope, control its speed and do not let it slam up or slam down. If you operate your door slowly and carefully, it should last many years. However, the useful life of the doors and their component parts is not unlimited, and to assure the safe and proper operation, it is imperative that doors be serviced and inspected every six months for long life and easy operation. Failure to do so will void the warranty. You are encouraged to contact VORTEX for details on available **Preventive Maintenance** programs.

On such iron or steel surfaces painted by VORTEX with prime coat as are exposed to the weather, Customer agrees to complete painting with a finish coat or coats of a color of Customer's choice.
4. **FURTHER CONDITIONS OF WARRANTY.** The foregoing warranty shall be voided and products and services shall be deemed sold "as is" with all faults:
 - 4.1 if the related invoice is not paid within thirty (30) days;
 - 4.2 if repairs or alterations are made by anyone other than VORTEX;
 - 4.3 until any "Recommendation for Additional Work Needed" is authorized in writing by Customer and completed by VORTEX.You must give us the job number when first calling for warranty service or you will be billed for the work.
5. **LIMITATIONS OF LIABILITY.**
 - 5.1 THE LIABILITY OF VORTEX FOR DAMAGES OR INDEMNITY, IF ANY, SHALL BE LIMITED TO THE AMOUNT OF THE CHARGES PAID BY CUSTOMER TO VORTEX WITH RESPECT TO THE SPECIFIC PRODUCTS OR SERVICES.
 - 5.2 IN NO EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL VORTEX BE LIABLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST SALES, NOTWITHSTANDING THE FACT THAT VORTEX MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER TERMS AND CONDITIONS

PAYMENT TERMS. The Company that called us is responsible for paying the bill. VORTEX provides emergency repair services, and time is of the essence to the performance by the parties of their obligations. Service bills are due and payable upon completion of work. Hours are calculated from the time the man leaves our shop until he returns. Minimum service charge is one hour at the current hourly rate. Customer further grants to VORTEX a security interest in all products furnished to customer. In event of default, VORTEX shall have, in addition to all rights provided by law, the right to repossess all products and to remove doors supplied. Overdue accounts shall accrue interest from the date payment on the account is overdue, at 10% per annum, or the maximum legal rate, whichever is greater.

WORK HOURS. VORTEX standard work hours are Mon. – Fri. 8:00 a.m. – 4:30 p.m. VORTEX's standard rates shall be increased for work performed during other hours. VORTEX must be notified of any days or times during which scheduled work cannot be done. A refused field trip will be charged for.

SITE PREPARATION. Customer, at its expense, shall assure that the wall construction around the opening is suitable for supporting all doors, door seals, accessories, and other items, and that there is proper clearances for their reception. When VORTEX is to provide erection, Customer at its expense shall assure that the openings into which the items or around which the items are to be installed are complete, unobstructed, and available to VORTEX mechanics or subcontractors without delay or interruption to their work. Customer warrants safety and suitability of the structure for reception of VORTEX'S materials and agrees to hold VORTEX and its subcontractors harmless from liability attributed thereto. Unless otherwise expressly stated, this work order does not include the preparation or furnishings by VORTEX of openings, sills, jambs, lintels, structural members to which doors or accessories are to be attached, or glass or glazing, or when motor operators are furnished, any wire, fuses, or conduits, or any auxiliary steel work for carrying supporting or attaching power units. Electrical hookup and hauling away of old materials is not included in the work order. Customer acknowledges that unloading, hoisting, storage and protection of materials is the sole responsibility of the Customer.

PERFORMANCE EXCUSED. VORTEX shall not be liable to Customer in any manner for failure or delay to fill an order placed herein, or other failures to perform as a result of strike or other labor trouble, fire, flood, material or labor shortage, embargo, stoppage in transit, direct or indirect acts, regulations or orders of any governmental body, war, sabotage, act of God or public enemy, or other cause beyond the control of VORTEX including nonperformance of conditions precedent by Customer such as the furnishing of specifications of wall openings or other information, approval of or other action upon drawing.

ENFORCEMENT OF CONTRACT. This contract (subject only to modification by any subsequent, and fully executed, written repair work order) constitutes the entire agreement of the parties with respect to the proposed work. There are no oral agreements made or allowed between the parties. All parties agree that interpretations and enforcement of the contract shall be subject to the laws of the state of California and any action brought to enforce any provision of the agreement shall be in the jurisdiction and venue of the courts of Orange County, California. In the event of any action or proceeding to enforce this agreement or arising out of any breach of this agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs therein incurred.

ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA, 95827. MAILING ADDRESS: P. O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826. WEBSITE: WWW.CSLB.CA.GOV.



1-800-698-6783

PROPOSAL

To	Site	Date
CITY OF RAINIER PO BOX 100 RAINIER, OR 97048	CITY OF RAINIER PO BOX 100 RAINIER, OR 97048	10/29/2020
Attn. SUE LAWRENCE		
Ref. # SQ-446458	Phone (360) 281-5613 Fax	Job (360) 281-5613 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

We propose to furnish, deliver, and install the following subject to the terms noted below:

One (1) new Hollow Metal Door and Frame **approximately 3' x 7'** for your existing opening complete with the following benefits:

- ❑ Fabricated from 18 gauge cold rolled steel
- ❑ Exceptional strength and noise-absorption characteristics
- ❑ Full honeycomb core to provide rigidity and impact resistance
- ❑ Baked on gray primer for optimum paint adhesion
- ❑ New **non-removable** hinges
- ❑ New heavy duty surface mounted closer
- ❑ **New cylindrical lever lockset**
- ❑ **Sweep strips on the bottom of the door(s)**
- ❑ **New card reader and electric strike to tie into existing access control system***
- ❑ **New transaction window next to door (see diagram for dimensions)****

This includes removal and disposal of the existing door and frame, installation of the new frame, securing new hinges in place, alignment of the door in the opening for proper clearance, lubrication of all moving parts, and our Quality Assurance & Safety Check to ensure proper operation of the complete door system.

FOR THE TOTAL NET SUM OF.....\$9,703.36

***Requires installation of access control system quoted in SQ-440792**

****Opening for transaction window to be framed in by others**

*****Wiring from control room to door must be run by others*****

SEE NEXT PAGE→

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: <u>25</u> % on deposit. Balance due upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") VORTEX INDUSTRIES, INC. ("VORTEX")
By	By Chris Rogers (POR)
Date	Date 10/29/2020

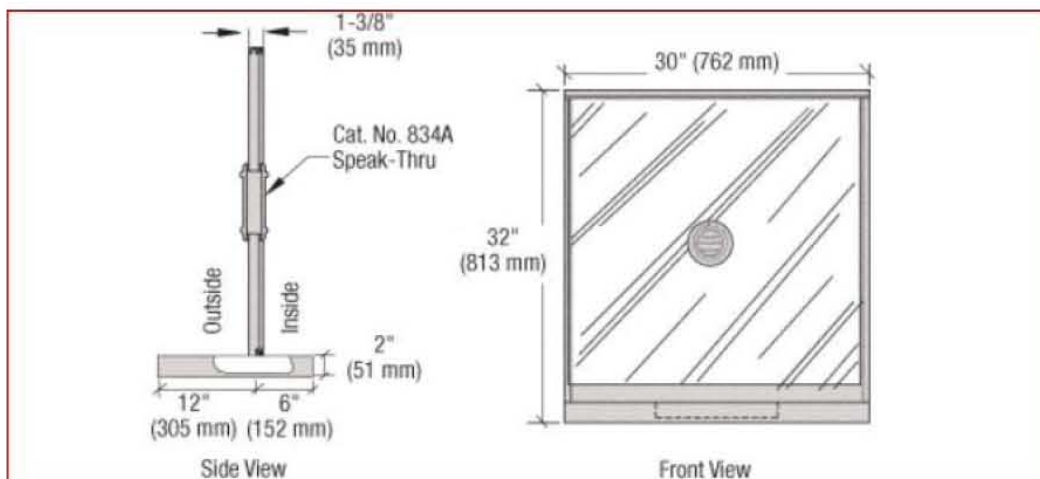


PROPOSAL

1-800-698-6783

To	Site	Date
CITY OF RAINIER PO BOX 100 RAINIER, OR 97048	CITY OF RAINIER PO BOX 100 RAINIER, OR 97048	10/29/2020
Attn. SUE LAWRENCE		
Ref. # SQ-446458	Phone (360) 281-5613 Fax	Job (360) 281-5613 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.



Please note this bid INCLUDES the following:

1. Vortex Exclusive **five (5) year Limited Warranty**.
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.

Please note this bid DOES NOT INCLUDE the following:

1. Any hidden conditions or damage.
2. Any finish paint.
3. Prevailing Wage Rates if required are not included unless specified.
4. Any item not called out above.

☒ Customer to list days or hours Vortex cannot do the work: _____
Payment Terms: 25 % on deposit. Balance due upon Completion.

This offer is good for 30 days. **SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.** Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.

NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.

Accepted:	("Customer")	VORTEX INDUSTRIES, INC. ("VORTEX")
By		By Chris Rogers (POR)
Date		Date 10/29/2020

LIMITED WARRANTY

1. **APPLICABLE PERIOD.** The VORTEX warranty for materials or labor (as appropriate) is applicable to cover problems promptly reported in writing within the following periods specified:
 - 1.1 **NEW PRODUCT INSTALLATIONS.**
 - A. Heavy Duty Rolling Steel Doors and Hollow Metal Doors - Five Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 100% Material, No Labor, 3rd year - 20% Material, No Labor, 4th and 5th Year - 10% Material, No Labor.
 - B. Overhead, Glass Entrance and Light Weight Rolling Steel Doors, Motors and Other New Product Installation - Three Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 20% Material, No Labor, 3rd year - 10% Material, No Labor.
 - 1.2 **REPAIRS.**
 - A. Repairs Performed as Recommended by VORTEX: 100% Materials for 1 year, and 90 days Labor. B. Limited Scope Repairs - No Warranty.
2. **LIMITED WARRANTY.** OUR WARRANTY IS FURTHER LIMITED AS FOLLOWS:
 - 2.1 Our warranty shall not extend to or cover deterioration due to rust resulting from (i) damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, (ii) occurring as a result of any physical damage after the door left our control, or (iii) failure to provide reasonable, necessary and proper maintenance (see paragraph 3 below).
 - 2.2 Our warranty shall not extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.
 - 2.3 VORTEX does not warrant conformity with any building or fire codes. Customer is responsible for obtaining any required permits and giving any required notices.
 - 2.4 WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, AS TO ANY MANNER WHATSOEVER WITH RESPECT TO THIS PRODUCT EXCEPT FOR ANY IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW, AND ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.
 - 2.5 IN THE EVENT OF THE BREACH OF THE WARRANTY DESCRIBED ABOVE, VORTEX'S SOLE RESPONSIBILITY SHALL BE TO REPAIR OR REPLACE ANY PRODUCT WHICH PROVED TO HAVE BEEN DEFECTIVE DURING THE WARRANTY PERIOD. In the event VORTEX fails to or elects not to repair or replace the defective products, VORTEX'S responsibility shall be limited to the damages specified in Section 5 below.
 - 2.6 This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
 - 2.7 Only an authorized corporate officer of VORTEX may modify or add to the warranties set forth above, and any such modification or addition must be in writing and separately executed by such corporate officer.
3. **OWNER'S RESPONSIBILITY.**

The proper operation and maintenance of your doors is critical. If your door is equipped with a hand chain or pull rope, control its speed and do not let it slam up or slam down. If you operate your door slowly and carefully, it should last many years. However, the useful life of the doors and their component parts is not unlimited, and to assure the safe and proper operation, it is imperative that doors be serviced and inspected every six months for long life and easy operation. Failure to do so will void the warranty. You are encouraged to contact VORTEX for details on available **Preventive Maintenance** programs.

On such iron or steel surfaces painted by VORTEX with prime coat as are exposed to the weather, Customer agrees to complete painting with a finish coat or coats of a color of Customer's choice.
4. **FURTHER CONDITIONS OF WARRANTY.** The foregoing warranty shall be voided and products and services shall be deemed sold "as is" with all faults:
 - 4.1 if the related invoice is not paid within thirty (30) days;
 - 4.2 if repairs or alterations are made by anyone other than VORTEX;
 - 4.3 until any "Recommendation for Additional Work Needed" is authorized in writing by Customer and completed by VORTEX.You must give us the job number when first calling for warranty service or you will be billed for the work.
5. **LIMITATIONS OF LIABILITY.**
 - 5.1 THE LIABILITY OF VORTEX FOR DAMAGES OR INDEMNITY, IF ANY, SHALL BE LIMITED TO THE AMOUNT OF THE CHARGES PAID BY CUSTOMER TO VORTEX WITH RESPECT TO THE SPECIFIC PRODUCTS OR SERVICES.
 - 5.2 IN NO EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL VORTEX BE LIABLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST SALES, NOTWITHSTANDING THE FACT THAT VORTEX MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER TERMS AND CONDITIONS

PAYMENT TERMS. The Company that called us is responsible for paying the bill. VORTEX provides emergency repair services, and time is of the essence to the performance by the parties of their obligations. Service bills are due and payable upon completion of work. Hours are calculated from the time the man leaves our shop until he returns. Minimum service charge is one hour at the current hourly rate. Customer further grants to VORTEX a security interest in all products furnished to customer. In event of default, VORTEX shall have, in addition to all rights provided by law, the right to repossess all products and to remove doors supplied. Overdue accounts shall accrue interest from the date payment on the account is overdue, at 10% per annum, or the maximum legal rate, whichever is greater.

WORK HOURS. VORTEX standard work hours are Mon. – Fri. 8:00 a.m. – 4:30 p.m. VORTEX's standard rates shall be increased for work performed during other hours. VORTEX must be notified of any days or times during which scheduled work cannot be done. A refused field trip will be charged for.

SITE PREPARATION. Customer, at its expense, shall assure that the wall construction around the opening is suitable for supporting all doors, door seals, accessories, and other items, and that there is proper clearances for their reception. When VORTEX is to provide erection, Customer at its expense shall assure that the openings into which the items or around which the items are to be installed are complete, unobstructed, and available to VORTEX mechanics or subcontractors without delay or interruption to their work. Customer warrants safety and suitability of the structure for reception of VORTEX'S materials and agrees to hold VORTEX and its subcontractors harmless from liability attributed thereto. Unless otherwise expressly stated, this work order does not include the preparation or furnishings by VORTEX of openings, sills, jambs, lintels, structural members to which doors or accessories are to be attached, or glass or glazing, or when motor operators are furnished, any wire, fuses, or conduits, or any auxiliary steel work for carrying supporting or attaching power units. Electrical hookup and hauling away of old materials is not included in the work order. Customer acknowledges that unloading, hoisting, storage and protection of materials is the sole responsibility of the Customer.

PERFORMANCE EXCUSED. VORTEX shall not be liable to Customer in any manner for failure or delay to fill an order placed herein, or other failures to perform as a result of strike or other labor trouble, fire, flood, material or labor shortage, embargo, stoppage in transit, direct or indirect acts, regulations or orders of any governmental body, war, sabotage, act of God or public enemy, or other cause beyond the control of VORTEX including nonperformance of conditions precedent by Customer such as the furnishing of specifications of wall openings or other information, approval of or other action upon drawing.

ENFORCEMENT OF CONTRACT. This contract (subject only to modification by any subsequent, and fully executed, written repair work order) constitutes the entire agreement of the parties with respect to the proposed work. There are no oral agreements made or allowed between the parties. All parties agree that interpretations and enforcement of the contract shall be subject to the laws of the state of California and any action brought to enforce any provision of the agreement shall be in the jurisdiction and venue of the courts of Orange County, California. In the event of any action or proceeding to enforce this agreement or arising out of any breach of this agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs therein incurred.

ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA, 95827. MAILING ADDRESS: P. O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826. WEBSITE: WWW.CSLB.CA.GOV.

City Administrator Report
December 7, 2020 Rainier Council Meeting

Mayor Cole and Members of the Council,

Sarah and I met with Columbia County officials October 29, met with county officials about issues involving building permitting and code enforcement. The following day, Sue and I spoke with Cowlitz-Wahkiakum Council of Governments Director Bill Fashing about funding opportunities for the second phase of the riverfront trail project. I'm working on a grant application through the ODOT Oregon Community Paths program for funding the project's third phase.

I spent much time this month updating the city's employee handbook for your approval tonight.

On November 2, I participated in the panel interviews for the Columbia River Fire and Rescue's fire marshal. I was then the guest speaker at the November 12 meeting of the Rainier Chamber of Commerce.

The city's Safety Committee met November 12 and December 3 to cover the new OSHA guidelines for COVID. I spoke with a representative of the Oregon Office of Emergency Management November 13 about possible funding sources for the Fox Creek project. On November 9, I had a similar discussion with a Congressional staffer.

On November 20, the League of Oregon Cities hosted two conference calls about compliance with the new COVID guidelines. I participated in both. I also drafted and submitted a letter to the Columbia County Board of Commissioners that day expressing the city's support for the Port Westward expansion.

Officials from the Oregon Department of Fish and Wildlife did a site visit November 24 to discuss Fox Creek with me and Sue.

The city published its RFP for engineering services December 1. Its new IT provider, More Power Technologies, began its onboarding process that same day.

Sincerely,

W. Scott Jorgensen, Executive MPA
City Administrator

City of Rainier

Personnel Policies and Procedures

Issue Date: December 7, 2020

Resolution No. 20-12-01

Adopted: December 7, 2020

Welcome to the City of Rainier! We're happy to have you as a member of our team. The City believes that its employees are its most valuable assets and attribute its success as an organization to its ability to recruit, hire and maintain a motivated and productive workforce. We hope that during your employment with The City you will become a productive and successful member of the team.

This employee handbook describes the personnel policies and procedures that govern the employment relationship between The City and its employees, other than those found in applicable collective bargaining agreements. The policies stated in this handbook are subject to change at any time at The City's sole discretion, with or without prior notice. This handbook supersedes any of The City's prior handbooks or written policies that are inconsistent with its provisions. It does not, however, substitute for collective bargaining agreement provisions. To the extent that a provision in a valid collective bargaining agreement contradicts or is inconsistent with what is in this employee handbook, the collective bargaining agreement provision controls.

This handbook does not create a contract of employment between The City and its employees. With the exception of employees who are subject to a collective bargaining agreement, all employment at The City is "at will." That means that either you or The City may terminate this relationship at any time, for any reason, with or without cause or notice, unless you are subject to a collective bargaining agreement or written contract of employment. No supervisor, manager or representative of The City has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook, unless the change or deviation is put in writing and signed by The City or included in a collective bargaining agreement.

You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, or any policies that are issued after the handbook, please ask the City Administrator.

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Equal Employment Opportunity (EEO) Policies

The following EEO Policies apply to all employees. Members of management, elected officials and employees alike are expected to adhere to and enforce the following EEO Policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these EEO Policies with the City Administrator at any time if they have questions relating to the issues of harassment, discrimination or bullying or what it means to work in a respectful workplace.

A. No-Discrimination, No-Retaliation Policy

The City provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran status, domestic violence victim status or any other status protected by applicable federal, Oregon or local law. The City also recognizes an employee's right to engage in protected activity under Oregon and federal law, as discussed in various policies below, and will not retaliate against an employee for engaging in protected activity.

The City's commitment to equal opportunity applies to all aspects of the employment relationship — including but not limited to, recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall and termination of employment.

B. Statement Regarding Pay Equity

The City supports Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law) in the payment of wages or other compensation for work of comparable character. Employees who believe they are receiving wages or other compensation at a rate less than that at which The City pays wages or other compensation to other employees for work of comparable character are encouraged to discuss the issue with the City Administrator.

See also "Statement Regarding Pay Practices" policy, below.

C. No-Harassment Policy

The City prohibits harassment of any kind or sexual assault in the workplace, or harassment or sexual assault outside of the workplace that violates its employees, volunteers and interns' right to work in a harassment-free workplace. Specifically, The City prohibits harassment or conduct related to an individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status or any other protected status or activity recognized under Oregon, federal or local law.

Each member of management is responsible for creating an atmosphere free of discrimination, harassment and sexual assault. Further, all employees are responsible for respecting the rights of other employees and to refrain from engaging in conduct prohibited by this policy, regardless of the circumstances, and regardless of whether others participate in the conduct or did not appear to be offended. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, the Office Manager or with The City Administrator at any time if they have questions relating to the issues of discrimination or harassment.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during City-related or –sponsored trips (such as conferences or work-related travel), and during non-working hours when that off-duty conduct creates an unlawful hostile work environment for any of The City’s employees. ***Such harassment is prohibited whether committed by City employees or by non-employees (including elected officials, members of the community, volunteers, interns and vendors).***

Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is “welcome”), when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; comments about an individual’s body, sexual prowess, or deficiency; talking about your sex life or asking others questions about theirs; leering or whistling; unwelcome touching or assault; sexually suggestive, insulting, or obscene comments or gestures; displays of sexually suggestive objects or pictures; making derogatory remarks about individuals who are gay, lesbian, bisexual or transgender; or discriminatory treatment based on sex.

This is not a complete list.

Other Forms of Prohibited Harassment

The City policy also prohibits harassment against an individual based on the individual’s race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Such harassment may include verbal, written or physical conduct that denigrates, makes fun of, or shows hostility towards an individual because of that individual’s protected class or protected activity, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Displaying racist symbols anywhere on City property;
- “Teasing” or mimicking the characteristics of someone with a physical or mental disability;
- Criticizing or making fun of another person’s religious beliefs, or “pushing” your religious beliefs on someone who doesn’t have them;
- Threatening, intimidating, or hostile acts that relate to a protected class or protected activity; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

This is not a complete list. All employees are expected to exercise common sense and refrain from other similar kinds of conduct.

Complaint Procedure

Employees, volunteers or interns who have experienced a sexual assault, any harassment, discrimination in violation of this policy, who have witnessed such behavior, or who have credible information about such behavior occurring, are expected and should bring the matter to the attention of their supervisor, a member of management, the Office Manager or the City Administrator as soon as possible. Employees are strongly encouraged to document the information or incident in any written or electronic form, or with a voicemail message (or phone call). An employee who experiences or witnesses harassment is encouraged, but not required, to tell the harasser that the behavior is offensive and unwanted, and that he/she wants it to stop.

Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with The City's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, The City will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

Employees who have been subjected to harassment, sexual assault or discrimination are encouraged to use The City's complaint-reporting procedure, described above, to ensure a timely, thorough investigation and handling of the situation. Employees may, however, seek redress from the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865, or in a court under any other available law, whether criminal or civil. Although the City cannot provide employees with legal advice, employees should be aware of the statute of limitations applicable to harassment or discrimination claims under ORS 659A.030, 659A.082 or 659A.121 (five years). Further, before an employee can take any legal action against the City, the employee must provide written notice of the claim within 180 days of the act or omission the employee claims has caused him/her harm. When an employee can prove harm as a result of unlawful harassment or discrimination in an administrative proceeding or in a court, remedies available to the employee include enforcement of a right, imposition of a penalty or issuance of an order to the employee's employer (in limited circumstances).

Protection Against Retaliation

The City prohibits retaliation in any way against an employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) sexual assault, harassing or discriminatory conduct or has participated in an investigation of such conduct.

Employees who believe they have been retaliated against in violation of this policy should immediately report it to any supervisor, member of management, the Office Manager or the City Administrator. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

See also the No-Discrimination, No-Retaliation Policy, above, and the Reporting Improper and Unlawful Activity Policy, below.

Other Employee Rights

Nothing in this policy is intended to diminish or discourage an employee who has experienced workplace harassment or discrimination, or sexual assault, from talking about or disclosing his/her experience.

The City is committed to creating and maintaining a workplace free of sexual assault, harassment, discrimination and retaliation and it has confidence in the process it has developed for addressing good-faith complaints. However, Oregon law requires the City to inform employees that if they have been aggrieved by workplace harassment, discrimination or sexual assault and want to enter into an agreement with the City regarding his/her experience and/or employment status, the employee should contact the City Administrator. The employee's request to enter into such an agreement must be in writing (email or text is acceptable). Requests of this nature will be considered on a case-by-case basis; such agreements are not appropriate for every situation. If the City and employee do reach an agreement, the City will not require an employee to enter into a nondisclosure agreement (which would prohibit the employee from discussing or communicating about his/her experiences in the workplace or the terms of the agreement) or a non-disparagement agreement (which would prohibit the employee from speaking slightly about the City or making comments that would lower the City in rank or reputation). If, however, the employee makes a request for an agreement under this paragraph, nondisclosure and non-disparagement are terms that the City and the employee may agree to. The employee will have seven days to revoke the agreement after signing it.

D. No-Bullying Policy

The City strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying" or discriminatory conduct of any kind. The City, therefore, prohibits employees from bullying one another or engaging in any conduct that is disrespectful, insubordinate or that creates a hostile work environment for another employee for any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed towards an individual or a group of employees, which is intended to intimidate and that creates a risk to the health and safety of the employee(s). Examples of bullying include:

1. Verbal Bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
2. Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault or threat of physical assault; damage to a person's work area or property.
3. Gesture Bullying: Non-verbal threatening gestures, glances that can convey threatening messages.
4. Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers and tablets, as well as communication tools including social media sites, text messages, chat and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites or creating fake profiles on websites for co-workers, managers or supervisors or elected officials.

This is not a complete list.

Employees who have experienced bullying in violation of this policy, who has witnessed an incident of bullying, or who have credible information about an incident, are expected to, and should, bring the matter to the attention of their supervisor or a member of management as soon as possible. If conduct in violation of this policy is found to have occurred, the City will take prompt, appropriate action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

E. Disability Accommodation Policy

The City is committed to complying fully with the Americans with Disabilities Act (ADA) and Oregon's disability accommodation and anti-discrimination laws. We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities.

Accommodations

The City will make reasonable efforts to accommodate a qualified applicant or employee with a known disability, unless such accommodation creates an undue hardship on its operations.

Requesting an Accommodation

A reasonable accommodation is any change or adjustment to a job or work environment that does not cause an undue hardship on the department or unit (or, in some cases, the City) and that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting or modifying examinations or training materials provided by the City, providing readers and interpreters or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position. All requests for accommodation should be made with the City Administrator and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, an employee will need to secure medical verification of his/her need for a reasonable accommodation. Both the City and employee must monitor the employee's accommodation situation and make adjustments as needed.

F. Pregnancy Accommodation Policy

Employees who are concerned that their pregnancy, childbirth or a related medical condition (including lactation) will impact their ability to work should contact the City Administrator to discuss their options for continuing to work and, if necessary, leave of absence options. The City will provide one or more reasonable accommodations pursuant to this policy for employees with known limitations unless such accommodations impose an undue hardship on the City's operations.

Although this policy refers to "employees," the City will apply this policy equally to an applicant with known limitations caused by pregnancy, childbirth or a related medical condition.

Requesting a Pregnancy-Related Accommodation

Employees who are concerned that their pregnancy, childbirth or a related medical condition will limit their ability to perform their duties should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to work. All requests for accommodation should be made with the City Administrator and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, information from the employee's doctor may be needed to assist the City and the employee find an effective accommodation, or to verify the employee's need for an accommodation. Both the City and employee must monitor the employee's accommodation situation and make adjustments as needed.

No Discrimination, No Retaliation

The City prohibits retaliation or discrimination against any employee who, under this policy: (1) asked for information about or requested accommodations; (2) used accommodations provided by the City or (3) needed an accommodation.

Employees who ask about, request or use accommodations under this policy and applicable Oregon law have the right to refuse an accommodation that is unnecessary for the employee to perform the essential functions of the job or when the employee doesn't have a known limitation. Under Oregon law, an employer can't require an employee to use sick leave if a reasonable accommodation can be made that doesn't impose an undue hardship on the operations of the City. Also, no employee will be denied employment opportunities if the denial is based on the need of the City to make reasonable accommodations under this policy.

Leave of Absence Options for Pregnant Employees

Employees who are pregnant or experiencing pregnancy-related medical conditions should also be aware of their leave of absence options under Oregon's sick leave law. See policies on page 20 or speak with the City Administrator.

G. Reporting Improper or Unlawful Conduct — No Retaliation

Employees may report reasonable concerns about the City's compliance with any law, regulation or policy, using one of the methods identified in this policy. The City will not retaliate against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon or local law, rules or regulations by the City;
- Mismanagement, gross waste of funds, abuse of authority;
- A substantial and specific danger to public health and safety resulting from actions of the City or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, the City will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of a public body with a member of the Legislative Assembly, legislative committee staff acting under the direction of a

member of the Legislative Assembly, any member of the elected governing body of a political subdivision or an elected auditor of a city, county, or metropolitan service district.

Employee Reporting Options

In addition to the City's Open-Door Policy (see section below), employees who wish to report improper or unlawful conduct should first talk to his/her supervisor. If you are not comfortable speaking with your supervisor, or you are not satisfied with your supervisor's response, you are encouraged to speak with the City Administrator. Supervisors and managers are required to inform the City Administrator about reports of improper or unlawful conduct they receive from employees.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If the City were to prohibit, discipline or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

Additional Protection for Reporting Employees

Oregon law provides that, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of the City's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the employee's disclosure must relate to the conduct of his/her coworker or supervisor acting within the course and scope of his/her employment. The disclosure must have been made to: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a manager with the City; or (4) an Oregon-licensed attorney who represents the employee making the report/disclosure. The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

Policy Against Retaliation

The City will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes he/she is disclosing information about conduct that is improper or unlawful, and who lawfully accessed information related to the violation (including information that is exempt from disclosure as provided in Oregon law or by City policy).

In addition, the City prohibits retaliation against an employee for participating in good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no City employee will be adversely affected because he/she refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. The City may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.

This policy is not intended to protect an employee from the consequences of his/her own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if the City determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline, up to and including termination of employment.

Business Ethics and Conduct

The successful business operation and reputation of the City of Rainier is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the City is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to the City, its customers and the taxpayers to act in a way that will merit the continued trust and confidence of the public.

The City expects its City Council, officers and employees to conduct business in accordance with the letter, spirit and intent of all relevant laws and to refrain from any illegal, dishonest or unethical conduct. Specifically, ORS Chapter 244 outlines the ethical standards for public employees.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the City Administrator for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every City employee.

Open-Door Policy

The City's Open-Door Policy is based on our belief that open, honest communication between managers and employees should be a common business practice. The City's managers and supervisors are responsible for creating a work environment where employee input is welcomed, and where issues are identified early and shared without the fear of retaliation (when the employee provides the input in good faith). If you have a complaint, suggestion or question about your job, working conditions or the treatment you are receiving from anyone in the City, please raise them first with your immediate supervisor. If you are not satisfied with the response from your immediate supervisor, or if your issue involves your immediate supervisor, request to have the facts/situation reviewed by the City Administrator.

Outside Employment

Permission to work at outside employment while being a full-time employee of the City of Rainier must be given by the department head before the employee starts working with the outside employer. Part-time employees must notify their department head of their proposed outside employment and any proposed changes to their outside employment. To be approved, outside employment must:

- Be compatible with the employee's City duties.
- In no way detract from the efficiency of the employee in performing City duties.
- In no way discredit City employment.
- Not be given preference over duties required or anticipated in City employment.
- Not be performed using City equipment, facilities, or work time.

If the City determines that an employee's outside work interferes with (or will interfere with) performance or the ability to meet the requirements of the City, the employee may be asked to terminate the outside employment if he or she wishes to remain employed by the City.

Outside employment that constitutes an actual or perceived conflict of interest under Oregon's ethics laws is prohibited. Employees may not receive any income or material gain from individuals outside the City for materials produced or services rendered while performing their jobs.

Substantial changes in hours and responsibilities of approved outside employment must be reported to the department head before the employee takes on the new hours or responsibilities. The department head may at any time, upon reasonable grounds, revoke permission to hold outside employment.

2. Employment Status

A. Employment Classification

It is the intent of the City to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by the City management.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work the City's full-time schedule. Generally, they are eligible for the City's benefit package, subject to the terms, conditions and limitations of each benefit program and any benefits required by law to be provided.

REGULAR PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than the full-time work schedule, but at least 20 hours per week. Regular part-time employees are eligible for some benefits sponsored by the City, subject to the terms, conditions and limitations of each benefit program, and any benefits required by law to be provided.

INTRODUCTORY (sometimes referred to as trial or probationary) employees are those whose performance is being evaluated to determine whether further employment in a specific position or with the City is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

B. Introductory Period of Employment

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits and overall performance.

All new and rehired employees work on an introductory basis for not less than six months after their date of hire. Employees who are promoted or transferred within the City must complete a secondary introductory period of the same length (or longer, if extended) with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If the City determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

In cases of promotions or transfers within the City, an employee who, in the sole judgment of management, is not successful in the new position, can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the

availability of such positions and the City's needs.

Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

During the initial introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. The employee shall not be eligible to use sick leave benefits until their 31st day of employment, and vacation benefits may not be used until the employee has worked one full year (see vacation leave policy below). However, employees shall earn credit for vacation and sick leave, both of which are earned starting at the beginning of employment. After becoming regular employees, they may also be eligible for other the City-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

Benefits eligibility and employment status are not changed during the secondary introductory period that results from a promotion or transfer within the City.

C. Meal Periods and Rest Breaks

Non-exempt employees are required to take a paid, uninterrupted 15-minute rest break for every four-hour segment or major portion thereof in the work period. The rest break should be taken in the middle of each segment, whenever possible. Whenever a segment exceeds two hours, the employee must take a rest break for that segment.

Non-exempt employees are required to take at least a 30-minute unpaid meal period when the work period is five hours or greater. The law requires an uninterrupted period in which the employee is relieved of all duties. No meal period is required if the work period is less than six hours. If, because of the nature or circumstance of the work, an employee is required to remain on duty or to perform any tasks during the meal period, the employee must inform his/her supervisor before the end of the shift so that the City may pay the employee for that work.

Meal periods and rest periods are mandatory and are not optional. An employee's meal period and rest break(s) may not be taken together as one break. Meal periods and rest breaks may not be "skipped" to start work late or leave early. An employee who fails to abide by this policy and applicable laws may be subjected to discipline, up to and including termination.

Sample rest and meal break schedules are listed below. Employees with questions about the rest or meal breaks available should contact the City Administrator.

Requirement

<u>Length of Work Period</u>	<u>Rest Breaks</u>	<u>Meal Periods</u>
2 hours or less	0	0
2 hrs & 1 min-4hrs &59 min	1	0
5 hrs	1	1
5 hrs & 1 min-10 hrs	2	1

3. Access to Personnel Files

The city maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases and other employment records required by law to be maintained by the City.

Personnel files are the property of the employee and the City, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the City who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the City Administrator. With reasonable advance notice, employees may review their own personnel files in the City Administrator's office and in the presence of an individual appointed by the City to maintain the files, or ask to have a copy of their personnel file made (subject to reasonable photocopying charges).

4. Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted at the end of an employee's initial (introductory) period in any new position. This period, known as the introductory period, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage, and recognize strengths and discuss positive, purposeful approaches for meeting goals.

Written performance evaluations are scheduled approximately every 12 months after an employee's initial evaluation, i.e., 12 months after the introductory period formal evaluation. Special evaluations may be done at any time.

5. Employee Benefits

Eligible employees at the City are provided a wide range of benefits. Several the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in these policies and procedures.

The following benefit programs are available to eligible employees. Eligibility and employee contribution requirements, as well as information about each benefit, are described in the policies that follow:

- *Bereavement Leave
- * Deferred Compensation (457b)
- * Dental Insurance

- * Employee Assistance Program
- * Health Insurance
- * Holidays
- * Jury Duty Leave
- * Life Insurance
- * Retirement (PERS or OPSRP)
- * Sick Leave Benefits
- * Vacation Benefits
- * Vision Care Insurance

A. Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- * Regular full-time employees

The amount of paid vacation time that employees receive each year increases with the length of their employment as shown in the following schedule:

- 1) 6.667 hours per month from one month to 48 months.
- 2) 10 hours per month from 49 months to 108 months.
- 3) 13.334 hours per month from 109 months to 168 months.
- 4) 16.667 hours per month from 169 months to 228 months.

The length of eligible service is calculated based on a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. However, before vacation time can be used by a new hire, a waiting period of six months must be completed. After that time, employees can request use of earned vacation time including that accrued during the waiting period. Regular employees with more than six months with the City may take vacation time as it is accrued with supervisors' permission and consistent with any established collective bargaining agreement.

Paid vacation time can be used in minimum increments of one-quarter hour. To take vacation, employees shall request advance approval from their supervisors. Requests will be reviewed based on several factors, including business needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives.

Vacation leave shall be taken in the 12-month period following the year in which it is earned unless special written arrangements are made with the City Administrator. Failure to make such arrangements will result in the employee's loss of the accumulated vacation time over the allowable amount. A maximum of 240 vacation hours may be carried over from June 30 of one year to July 1 of the next year. Accrual caps are calculated on a month to month basis.

Once per fiscal year, an employee can request to have not more than 40 hours of accrued vacation time cashed out at the base rate earned at the time the employee receives the payment. All taxes and other payroll requirements apply.

An employee who separates from the City service shall receive payment for unused vacation leave to which the employee would otherwise be entitled as of the date of separation in a lump sum at the rate of pay applicable at the time of separation, providing the employee has been established at the pay rate for the minimum of 45 days.

B. Holidays

The City will grant holiday time off to all employees on the holidays listed below:

- * New Year's Day (January 1)
- * Martin Luther King, Jr. Day (third Monday in January)
- * Presidents' Day (third Monday in February)
- * Memorial Day (last Monday in May)
- * Independence Day (July 4)
- * Labor Day (first Monday in September)
- * Veterans' Day (November 11)
- * Thanksgiving (fourth Thursday in November)
- * Christmas (December 25)
- * Three Floating Holidays (pro-rated for new hires) to be used with prior approval of a supervisor

The City will grant paid holiday time off to all Regular full-time employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times eight hours.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In the case where the Friday or Monday is also an observed holiday, the preceding Thursday or following Tuesday shall be observed as the holiday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday.

Included above for eligible employees are three floating holidays in each anniversary year except in the first fiscal year of employment. If hired after July 1 and before January 1, then the employee is eligible for one floating holiday. If hired on January 1 or later, the employee is not eligible for any floating holiday. Thereafter, at the beginning of the next fiscal year (July 1) the employee shall be eligible for the floating holidays. These holidays must be scheduled with the prior approval of the employee's supervisor.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

C. Sick Leave

The City provides paid sick leave benefits to all regular full-time employees for periods of temporary absence due to illnesses or injuries. Regular part-time employees shall accrue proportionate sick leave benefits pro-rated based on number of hours worked per month.

Eligible employees will accrue sick leave benefits at the rate of 12 days per year (one day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits. Accrual of sick leave benefits begin on the first working day of the first full month the employee works.

Vacation and sick leave pay are prorated for hours worked.

Employees can request use of paid sick leave after completing a waiting period of 30 calendar days from the date they become eligible to accrue sick leave benefits. Paid sick leave can be used in minimum increments of 15 minute. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household, or that of an immediate family member (employee's parents, step-parents, brother, sister, son or daughter, or grandchild) where the employee's presence is required because of illness. The City has the duty to require that the employee make other arrangements within a reasonable amount of time, for the attendance upon children or other persons in the employee's care.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation such as incentives. As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or the City provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 1040 hours' worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

Abuse of sick leave privileges may result in disciplinary action.

All City employees are covered for on-the-job injury or illness under the City's workers compensation insurance program that is presently administered by CIS. When an employee must take a leave due to a job related disability, he or she will receive compensation from the insurance carrier in addition to the amount of the City with the total of the two equal to the employee's regular gross pay. An employee's sick leave account shall be reduced at a rate of one day for each eight (8) hours of sick leave paid by the City.

Employees with questions about this policy may contact the City Administrator. Please also refer to the Oregon Sick Leave Law poster that is posted in the administrative office at City Hall and available online at:

<http://d31hzlkh6di2h5.cloudfront.net/20151209/be/9c/4f/66/9b9787b523a9a4a257024812/SickTimePoster.pdf>.

Sick Leave Documentation

If an employee takes more than three consecutive scheduled workdays as sick leave, the City may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking.

Sick Leave Abuse

If the City suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, the City may require documentation from a healthcare provider. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

Family Medical Leave

Statement of No FMLA/OFLA Coverage

City employees are not eligible for leaves of absence under the Oregon Family Leave Act (OFLA) or the federal Family Medical Leave Act (FMLA) due to the entity's small size.

One exception is that the City will honor requests from eligible employees to take a leave of absence under the Oregon Military Family Leave Act. Thus, during a period of military conflict, as defined by law, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces ("Military Spouse"), and who has been notified of an impending call or order to active duty (or who has been deployed) is entitled to a total of 14 days of unpaid leave per deployment after the Military Spouse has been notified of an impending call or order to active duty and before deployment and when the Military Spouse is on leave from deployment. To be an eligible employee and entitled to this leave, the employee must have worked an average of 20 hours per week prior to beginning the requested leave.

D. Donated Leave Program

The City has implemented a leave donation program to assist regular employees who have, as a result of extended or catastrophic illness and/or injury, exhausted all accumulated leave (sick, vacation, personal and compensatory time) and are not receiving workers' compensation or retirement benefits.

Employees may voluntarily donate sick leave in increments of one hour or more to an eligible employee's sick leave account, based on the conversion of the donor's salary rate to sick leave hours at the donee's salary rate.

Donors are prohibited from recovering any unused hours from the donee's sick leave account once donation has been credited. Donations are required to be documented, including the donor's signature and any verification of need of the employee receiving donations. Request to donated leave must be made to the City Administrator.

E. Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Up to three days of paid bereavement leave will be provided by the City to Regular full-time and part-time employees. In addition, under Oregon law, an employee may use up to 40 hours of sick leave for bereavement purposes if the employee has worked for the City for 30 or more days.

Bereavement pay provided by the City is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation such as incentives.

Regular part-time employees shall accrue proportionate bereavement leave benefits pro-rated based on number of hours worked per month.

Bereavement leave provided by the City will normally be granted up to 40 hours. For bereavement leave provided by law, requests must be made to the employee's immediate supervisor before the leave is to begin. Bereavement leave provided by law will be administered in accordance with Oregon's sick leave law. Please see the City Administrator for more information.

For purposes of bereavement leave provided by the City, the City defines "immediate family" as the employee's spouse, parent, aunt, uncle, grandparent, child, sibling; the employee's spouse's parent, grandparent, child or sibling. Under Oregon's sick leave law, an immediate family member includes the employee's spouse, same-sex domestic partner (registered), child, parent, parent-in-law, grandparent or child, or the same relations of an employee's same-sex domestic partner (registered) or spouse.

F. Jury and Witness Duty Leave

Jury Duty

Employees shall be allowed time off without loss of pay for serving on jury duty. Any compensation and mileage received by the employee from court for performing such service shall

promptly be refunded to the City and all employees are required to seek such compensation and mileage from the court. In the event an employee has used the employee's personal, privately owned vehicle for jury service outside the county, such employee shall be allowed to retain the mileage compensation portion paid by the court. In the event that an employee is called for jury duty and excused prior to the end of the employee's workday, such employee shall report to work immediately and continue normal work activities.

Witness Duty

Time spent serving as a witness in a work-related legal proceeding will be treated as time worked for pay purposes, provided the time served occurs during regularly scheduled hours, the employee is subpoenaed to testify and the employee submits witness fees to their supervisor upon receipt.

Except for employee absences covered under the City's "Crime Victim Leave Policy" or "Domestic Violence Leave and Accommodation Policy," employees who are subpoenaed to testify in non-work-related legal proceedings must use any available vacation time to cover their absence from work. If the employee does not have any available vacation time, the employee's absences may be unexcused and may subject the employee to discipline, up to and including termination. Employees must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served.

G. Religious Observances Leave and Accommodation Policy

The City respects the religious beliefs and practices of all employees. The City will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the City's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with the City Administrator.

H. Crime Victim Leave Policy

Any employee who has worked an average of at least 25 hours per week for 180 days is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or his/her immediate family member (defined below) has suffered financial, social, psychological, or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson and assault.

"Immediate family member" includes a spouse, registered same-sex domestic partner, father, mother, sibling, child, stepchild, or grandparent.

Employees who are eligible for crime victim leave must:

- Use any accrued, but unused vacation/sick leave during the leave period;
- Provide as much advance notice as is practicable of his/her intention to take leave (unless giving advance notice is not feasible); and
- Submit a request for the leave in writing to your supervisor as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, the City may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney's office, police report, a protective order issued by a court or similarly reliable sources.

I. Domestic Violence Leave and Accommodation Policy

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or his/her minor dependents.

Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation or sick leave while on this type of leave.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of his/her intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to your supervisor as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. The City will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give the City notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give verbal or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault, or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on the City. Please contact the City Administrator immediately with requests for reasonable safety accommodations.

J. Military Leave

Employees who wish to serve in the military and take military leave should contact the City Administrator for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

Further, eligible employees called for initial active duty for training and for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any

reserve component of the Armed Forces of the United States or of the United States Public Health Service, may be entitled to leave with pay for all regular workdays that fall within a period not to exceed 15 calendar days in any federal training year. Weekend drill obligations are not considered “federal active duty” for training under this policy; other requirements apply. Please contact the City Administrator for more information and to make arrangements for this paid leave.

K. Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rates. The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the employee's rights and obligations.

L. Educational Assistance

The City encourages training and educational opportunities for its regular full-time employees to allow promotion from within existing employees whenever possible.

Seminars, training opportunities, conferences or conventions shall be the decision of the department head. Permission shall be granted on the basis of available time, budget constraints and the relationship of the training to the employee's job. For required training, an employee sent to such training will have instructional fees, lodging, meals and travel paid for by the City. Employees assigned to mandatory training activities will be paid at the regular rate or overtime rate, whichever is appropriate and according to BOLI standards and requirements.

The City may also reimburse for higher education or vocational training after the higher education or vocational training class has been completed and when the following are met:

- Courses must directly relate to the employee's present or potential promotional assignment at the City.
- The Department must have sufficient budgetary resources available prior to approval. The absence of budgeted funds is a reason for denial of the request.
- The City shall reimburse for tuition expenses only. The reimbursement rate shall not exceed public institution charges for undergraduate courses. If graduate fees are charged, the City will reimburse based on the undergraduate rate.
- To participate in the City's reimbursement policy as outlined in this section, an employee must submit a written request to his/her supervisor and obtain the approval from the department head prior to enrolling in the course.

- Tuition reimbursement may be requested for only one course during any one quarter or semester.
- The employee may not be receiving reimbursement from any other source.
- The employee must submit evidence of satisfactory completion of the course, a grade, when reduced to standard numerical grading, of 2.5 or better (or “pass” in the case of a pass/fail class).
- The employee shall refund the City a proportional amount of the course if the employee terminates employment or is terminated with cause within two calendar years of completion of the course. To determine the prorated amount, the cost of the course will be divided by 24 months and the employee will be responsible for repaying the cost of the course less the prorated amounts for the months worked since completion of the course.

Employees will receive no compensation for time spent outside regular work hours participating in voluntary training activities for which they receive tuition reimbursement.

M. Health Insurance

The City's health insurance plan provides employees and their dependents access to medical, vision and dental insurance benefits. Regular full-time employees are eligible to participate in the health insurance plan. Part-time employees working a minimum of 20 hour per week are eligible to participate in the health insurance plan.

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between the City and the insurance carrier.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the City Administrator for more information about health insurance benefits.

N. Public Employee's Retirement System/Oregon Public Service Retirement Plan

So long as required by state law, all employees automatically become a member of Public Employee's Retirement System (PERS) of the State of Oregon, if they are eligible immediately, or its successor plan, the Oregon Public Service Retirement Plan (OPSRP), after six consecutive months of uninterrupted service in any position which requires at least 600 hours of work per year.

The City has elected to pay the employee's portion, called PERS/OPSRP pickup, on gross salary and wages as part of the compensation for all regular full-time employees and employees who work more than 600 hours per calendar year.

O. Employee Assistance Program

The City provides an Employee Assistance Program (EAP) through Cascade Centers to employees and dependents who are enrolled in the City's medical coverage. For access to confidential help 24 hours a day, seven days a week, call toll-free: 1-800-433-2320, or go online to

www.cascadecenters.com. The EAP program provides confidential counseling services and educational tools such as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft and others.

The City cannot provide legal resources to its employees or referrals to specific attorneys. Employees may contact the Oregon State Bar for more information: <https://www.osbar.org/public/>.

P. Overtime

The City pays one and one-half times a non-exempt employee's hourly rate for all hours worked over 40 in any workweek. Paid hours not actually worked (for example sick, vacation, holiday and family leave) will not be counted toward the 40 hours worked per workweek required to receive overtime pay. Non-represented, non-exempt employees of the Police Department shall be subject to the same overtime rules as provided to employees of the Police Department that are covered by the Collective Bargaining Agreement with the recognized bargaining unit for the Police Department

a. Overtime Authority

Department heads are authorized to establish working hours and schedules to meet their department workload efficiently with attention given to the "work week" established for compliance with the federal Fair Labor Standards Act (FLSA). Work shall be scheduled to minimize overtime by eliminating regularly scheduled overtime unless approved by the department's supervisor. Holiday overtime shall be reduced by scheduling the minimum staff necessary for those days.

b. Overtime Pay

Overtime beyond the scheduled workday or workweek, must be authorized by the supervisor in advance of working overtime. Such authorized overtime shall be computed to the nearest fifteen (15) minutes and shall be compensated at the rate of one and one-half times the employee's regular rate. Employees who work overtime without first securing approval from their supervisor will be subject to discipline, up to and including termination.

c. Comp Time Policy

Overtime hours can be paid or, at the employee's option with the City's approval, accumulated at time and one-half up to a maximum of 160 hours and taken as comp time off. Employees are encouraged to work with their manager/supervisor to schedule and use comp time within 60 days of when it is accrued. Once per fiscal year, an employee can request to have not more than 40 hours of accrued comp time cashed out at the base rate earned at the time the employee receives the payment. All taxes and other payroll requirements apply. When an employee is separated from employment with the City, any remaining comp time will be paid to the employee.

d. Standby Time

From time to time, emergencies arise in Public Works or the Wastewater Treatment and Collection and the Water System. The City needs to be able to respond to such emergencies for the safety and protection of its systems and the citizens of the City. Therefore, the City will require that the Department of Public Works have someone on standby during non-working hours. The person designated as standby will be determined by the Director of Public Works, or designee.

The City requires the designated person to carry a City provided communication device phone at all times while on standby. When activated by a call the designated person is required to respond as required in the collective bargaining agreement.

Compensation for standby time will be as outlined in the collective bargaining agreement. Actual hours worked when responding to standby calls will be paid in accordance with the employee's appropriate rate of pay. Such pay will be in addition to any standby pay.

City, State or Federal rules sometimes require that personnel be on duty at other times rather than the City's normal schedule work hours. During these times non-management employees, who are scheduled to work this as additional time, are either paid overtime or earn compensatory time off. Supervisors are encouraged to arrange schedules so as to limit the amount of hours that supervisors are required to cover work not normally performed by the supervisor.

6. Paydays

All employees are paid monthly on the last working day of the month. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the City. If an employee requests to pick up their check from the City, only the employee named on the paycheck will be allowed to do so unless the employee provides written permission to the City for someone else to receive the check.

Employees will receive an itemized statement of wages and deductions with their paychecks.

Statement Regarding Pay Practices

The City makes all efforts to comply with applicable Oregon and federal wage and hours laws. In the event you believe that the City has made any improper deductions, has failed to pay you for all hours worked or for overtime, has failed to pay you in accordance with the law or has failed to properly calculate your wages in any way, you must immediately report the error to the City Administrator. The City will investigate all reports of improper pay practices and will reimburse employees for any improper deductions or omissions. No employee will suffer retaliation or discrimination for reporting an error or complaint regarding the City's pay practices.

See also “Statement Regarding Pay Equity” policy, above.

7. Safety

To assist in providing a safe and healthful work environment for employees, customers and visitors, the City has established a workplace safety program. This program is a top priority for the City. Its success depends on the alertness and personal commitment of all.

The City provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

8. Workers' Compensation and Safety on the Job

You are protected by workers' compensation insurance under Oregon law. This insurance covers you in case of occupational injury or illness by providing, among other things, medical care and compensation and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

Steps to Take if You are Injured on the Job

If you are injured on the job, the City wants to know about it and expects to learn about it no later than 24 hours after your injury (report all work-related injuries to your supervisor).

If you seek treatment for your work-related injury and want to apply for workers' compensation benefits, you must do all of the following:

1. Report any work-related injury to your supervisor. You must report the injury no later than 24 hours after injury.
2. Seek medical treatment and follow-up care if required.
3. Promptly complete a written Employee's Claim Form (Form 801) and return it to the City Administrator.

Failure to timely follow these steps may negatively affect your ability to receive benefits.

Return to Work

If you require workers' compensation leave, the City will strive to reemploy you in the most suitable vacant position available at the conclusion of that leave. However, you must first submit documentation from a health care provider who is familiar with your condition certifying your ability to return to work and perform the essential functions of the position.

When returning from a workers' compensation leave, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not been on leave, or if your position is eliminated, and no equivalent or comparable positions are available, then you may not be entitled to reinstatement. These are only examples and all reinstatement/reemployment decisions are subject to the terms of any applicable collective bargaining agreement. The City does not discriminate against employees who suffer a workplace injury or illness.

Early Return-to-Work Program

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City, injured employees and their treating physicians and our workers' compensation insurance carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines that you are able to perform modified work, the City will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City. While you are on modified or transitional work, you are still subject to all other City rules and procedures.

Overlap with Other Laws

The City will account for other leave and disability laws that might also apply to your situation, such as the Americans with Disabilities Act (ADA). If, after returning from a workers' compensation leave, it is determined that you are unable to perform the essential functions of your position because of a qualifying disability, you may be entitled to a reasonable accommodation, as governed by the ADA and/or applicable Oregon laws covering disabilities in the workplace.

9. Work Schedules

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

10. Use of Equipment

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

Please notify the supervisor if any equipment, machines or tools appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

11. Driving While on Business

Employees using a private vehicle to conduct the City's business must possess a valid driver's license and must carry auto liability insurance. Employees who use their own vehicles for authorized City business use should make any necessary arrangements with their insurance carriers.

The City may verify the validity of your driver's license and/or your driving record at the time of hire and at any point during your employment.

While on City business, drivers are expected to make every reasonable effort to operate their vehicle safely, with due regard for potential hazards, weather and road conditions. Drivers are to obey all traffic laws, posted signs and signals and requirements applicable to the vehicle being operated. Seatbelts are to be used in all vehicles while on business. Drivers are to ensure that the use of prescribed or over the counter drugs does not interfere with their ability to drive while on business; operating a vehicle under the influence of alcohol or controlled substances is prohibited. Employees are responsible for notifying their manager of any subsequent restrictions, limitations or other change in their driving status within 72 hours of the change or new restrictions/limitations. See also, "Cell Phone Use While Driving" policy, below.

Employees who receive a ticket or citation while driving a City-owned vehicle or while on City business will be responsible for paying the fine (if any) associated with the ticket or citation and may face discipline up to and including termination.

12. Inclement Weather

On days where there is inclement weather and it has been decided that City Offices will remain open, employees are expected to use good judgment as to whether the employee can safely get to and from work. Employees who will be delayed or cannot make it in shall call in no later than one hour after their shift begins.

If an employee arrives late or not at all, the employee must use vacation, comp-time or leave without pay to cover the employee's missed hours.

If an employee is at work and there is an administrative decision to close any City facility, the employee will be compensated for the hours worked plus the hours between the time the City facility is closed and the end of the employee's regular shift not to exceed 8 hours. If the employee is scheduled to work a longer shift, then the time paid shall not exceed the length of the shift assigned.

Represented employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees shall be compensated according to the collective bargaining agreement.

13. Emergency Situations

There may be times when the President of the United States, the Governor of Oregon and/or the Mayor or Council of the City of Rainier declares a State of Emergency that impacts the City of Rainier. When such a declaration is made, the City, at its option, may send non-essential employees home and may require that essential employees remain to perform necessary tasks to keep the City in operation.

For the purposes of a declared State of Emergency, essential employees shall be defined as the City Administrator, City Attorney, City Finance Director, City Recorder, Police Chief, Public Works Director, and any other employees that the Mayor, Council or their designee finds necessary to assist during the State of Emergency. Once a State of Emergency has been declared, essential employees defined above shall have the latitude to designate additional employees as essential for the duration of the declared State of Emergency. It is anticipated that the City would implement an Incident Command System to address any formally declared State of Emergency.

Non-represented employees who are non-exempt under the Fair Labor Standards Act and designated as essential will accrue extra hours worked on an hour for hour basis as previously outlined in the Personnel Policies and Procedures.

If an employee is at work and there is a decision to close any City facility and send non-essential employees home, the employee determined to be non-essential will be compensated for the hours worked plus the hours between the time the City facility is closed and the end of the employee's regular shift not to exceed eight hours. If the employee is scheduled to work a longer shift, then the time paid shall not exceed the length of the shift assigned.

14. Business Travel Expenses

The City will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Department Head or City Administrator.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by the City. Employees are expected to limit expenses to reasonable amounts.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased or rented by the City may not be

used for personal use without prior approval.

When travel is completed, employees should submit completed travel expense reports within 30 days. Reports should be accompanied by receipts for all individual expenses.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

When a job requirement, it is the responsibility of the employee to maintain a current commercial driver's license.

15. Employee Reimbursable Expenses

A. Mileage

When an employee uses his or her private vehicle, upon prior authorization of his or her supervisor or department head, in the pursuit of official business, the employee shall be reimbursed at the rate established each year by the IRS. Mileage shall be paid from the principal place of employment to the required City function and back to the principal place of employment.

The mileage reimbursement is intended to offset the operating cost of the employee's vehicle when used in City business. This includes car insurance. The City is not responsible for damage to an employee's vehicle when such vehicle is used for City business.

B. Lodging

Employees shall be reimbursed for reasonable actual expenses incurred for lodging while attending conferences or training sessions authorized in advance by a supervisor or department head. When the employee would not reasonably be expected to return to his or her residence from authorized City business, lodging will also be reimbursed. Receipts for lodging must be provided to and approved by the supervisor before reimbursement shall be made.

Justification for individual rooms will be the responsibility of the department head.

C. Meals

Meals subsistence expenses incurred while on City business shall be reimbursed for actual expenses incurred, subject to the following maximum limitations:

Breakfast.....	\$ 10.00
Lunch	15.00
Dinner	25.00

There shall be no reimbursement for alcohol purchases.

Working lunches for meeting purposes or representing the City will be reimbursed the actual cost.

Per Diem: Subsistence for 24 hours or more away from official workplace (conferences, seminars and/or training sessions), the daily rate shall be \$50.00 for meals.

D. Physical Fitness

The City shall provide for full-time employees, and part-time employees who have been with the City for at least five years, up to \$35 payment per month per employee for participation by the employee in any physical fitness club or other wellness activity approved by the City Council. If the employee has a disability that makes him or her unable to use the benefit due to a medication condition, the City may provide another equal value benefit to give that employee an accommodation.

16. Cellular Devices Policy

This policy applies to employee use of cell phones, smart phones (including iPhones, “smartphones” and similar devices), tablets and similar devices, all of which are referred to as “cellular devices” in the Cellular Devices Policy.

Cell Phones and Cellular Devices in General

Employees are allowed to bring personal cell phones and cellular devices to work with them. During working hours, however, employees should refrain from using them except in an emergency or during a meal period or rest break.

Employees who use personal cell phones/cellular devices may not violate the City’s policies against harassment and discrimination. Thus, employees who use a personal cell phone/cellular device to send a text or instant message to another employee (or to a citizen or someone not employed by the City) that is harassing or otherwise in violation of the City’s no-harassment and no-discrimination policies will be subject to discipline, up to and including termination.

Cell Phones/Cellular Devices and Public Records

City-related business conducted on personal cell phones/cellular devices may be subject to disclosure and production under Oregon’s Public Records laws or in connection with litigation filed against the City.

Cell Phone/Cellular Device Use While Driving

The use of a cell phone or cellular device while driving may present a hazard to the driver, other employees and the general public. Subject to a few narrow exceptions for emergency or public safety purposes, Oregon law also prohibits the use of handheld cell phones while driving, even if the driving is for work-related reasons. This policy is meant to ensure the safe operation of City vehicles and the operation of private vehicles while an employee is on work time.

Employees are prohibited from using handheld cell phones for any purpose while driving on City-authorized or City-related business. This policy also prohibits employees from using a cell phone or other cellular device to send or receive text or “instant” messages while driving on City business (other than those employees engaged in law enforcement work). Should an employee need to make a business call while driving, the employee must locate a lawfully designated area to park and make the call, unless the employee uses a hands-free cell phone or cellular device for the call. In either situation, such calls should be kept short and should the circumstances warrant (for example, heavy traffic, bad weather), the employee should locate a lawfully designated area to park to

continue or make the call, even if the employee is using a hands-free device. Violation of this policy will subject the employee to discipline, up to and including termination.

Use of City Email and Electronic Equipment, Facilities and Services

The City uses multiple types of electronic equipment, facilities and services for producing documents, research and communication including, but not limited to, computers, software, email, copiers, telephones, voicemail, fax machines, online services, cell phones (including text messaging), the Internet and any new technologies used in the future. This policy governs the use of such City property.

Ownership

All information and communications in any format, stored by any means on or received via the City's electronic equipment, facilities or services is the sole property of the City.

Use

All of the City's electronic equipment, facilities and services are provided and intended for City business purposes only and not for personal matters, communications or entertainment. Access to the Internet, websites and other electronic services paid for by the City are to be used for City business and incidental use. This means, for example, that employees may not use the City-provided Internet, or City electronic equipment, facilities and services to:

- Display or store any sexually explicit images or documents, or any images or documents that would violate the City's no-harassment, no-discrimination or bullying policies;
- Play games (including social media games) or to use unauthorized apps;
- Engage in any activity that violates the rights of any person or the City, and that is protected by copyright, trade secrets, patent or other intellectual property (or similar laws or regulations);
- Engage in any activity that violates the rights to privacy of protected healthcare information or other City-specific confidential information;
- Engage in any activity that would introduce malicious software purposefully into a workstation or network (e.g., viruses, worms, Trojan horses).
- Download or view streaming video for personal use. This includes, without limitation, YouTube videos, movies, and TV shows. Streaming audio is allowed, provided it does not contain explicit material, adversely affect network speed or interfere with others' ability to work.

Further, employees may not use City-provided email addresses to create or manage personal accounts (e.g., shopping websites, personal bank accounts, and social media accounts). City email addresses for professional-based social media accounts such as LinkedIn may be allowed with the approval of the employee's supervisor.

Inspection and Monitoring

Employee communications, both business and personal, made using City electronic equipment, facilities and services are not private. Any data created, received or transmitted using City equipment, facilities or services are the property of the City and usually can be recovered even though deleted by the user.

All information and communications in any format, stored by any means on the City's electronic equipment, facilities or services, are subject to inspection at any time without notice. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the City's ownership of the electronic information, electronic equipment, facilities, or services, or the City's right to inspect such information. The City reserves the right to access and review electronic files, documents, archived material, messages, email, voicemail and other such material to monitor the use of all of the City's electronic equipment, facilities and services, including all communications and internet usage and resources visited. The City will override all personal passwords if it becomes necessary to do so for any reason.

Personal Hardware and Software

Employees may not install personal hardware or software on the City's computer systems without approval from the City Administrator. All software installed on the City's computer systems must be licensed. Copying or transferring of City-owned software may be done only with the written authorization of the City Administrator.

Unauthorized Access

Employees are not permitted unauthorized access to the electronic communications of other employees or third parties unless directed to do so by City management. No employee can examine, change or use another person's files, output or username unless he/she has explicit authorization from the City Administrator to do so.

Security

Many forms of electronic communication are not secure. Employees who use cell phones, cordless phones, fax communications or email sent over the Internet should be aware that such forms of communication are subject to interception and these methods of communicating should not be used for privileged, confidential or sensitive information unless appropriate encryption measures are implemented.

Inappropriate Web Sites

The City's electronic equipment, facilities or services must not be used to visit Internet sites that contain obscene, hateful or other objectionable materials, or that would otherwise violate the City's policies on harassment and discrimination.

Social Media

For purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal or commercial website, social networking web site, web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of co-workers or otherwise adversely affects our citizens or people who work on behalf of the City or the City's legitimate business interests may result in disciplinary action, up to and including termination.

Encouraged Conduct

Always be fair and courteous to co-workers, the citizens we serve, the City's employees and elected officials and suppliers or other third parties who do business with the City.

Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers, or by utilizing our Open-Door Policy, than by posting complaints to a social media outlet. If you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, co-workers, City employees or elected officials, that might constitute harassment or bullying and/or that violate City policies. Examples of such conduct might include offensive posts that a reasonable person would perceive as calculated to intentionally harm an individual's personal or professional reputation, posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy.

Maintain the confidentiality of the City's confidential information. Do not post internal reports, policies, procedures or other internal, City-related confidential communications or information. (See "Confidential City Information" policy, below.)

Nothing in this policy is meant to prevent an employee from exercising his/her right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity or to express an opinion on a matter of public concern that does not unduly disrupt City operations. Employees are free to express themselves as private citizens on social media sites, but an employee's exercise of expression is balanced against the City's interest in the effective and efficient fulfillment of its responsibilities to the public.

Request for Employee Social Media Passwords

The City's supervisors and managers are prohibited by law from requiring or requesting an employee or an applicant for employment to disclose or to provide access through the employee's or applicant's user name and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a username and password that would otherwise allow a supervisor/manager to access a private email account not provided by the City.

Nothing in this policy prohibits the City from requiring an employee to produce content from his/her social media or internet account in connection with a City-sponsored investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations.

Confidential City Information

Employees must not access, use or disclose sensitive or confidential information or data except in accordance with City policies, practices and procedures and as authorized by state or federal laws or regulations. Employees with access to confidential information, including but not limited to customer or employee financial, medical or personal information (including, without limitation, Social Security numbers), are responsible for the safekeeping and handling of that information to prevent unauthorized disclosure. Employees who access, use or disclose confidential information contrary to Oregon or federal laws or for personal use or financial gain may be subject to civil or criminal penalties under those laws, in addition to appropriate disciplinary action for violating this policy.

No records or information including (without limitation) protected medical data, documents, files, records, computer files or similar materials (except in the ordinary course of performing duties on behalf of the City) may be removed from our premises without permission from the City Administrator. Likewise, any materials developed by the City's employees in the performance of their jobs is the property of the City and may not be used for personal or financial gain. Additionally, the contents of records or information otherwise obtained in regard to the City's business may not be disclosed to anyone, except where required for a business purpose or when required by law.

17. Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. However, the following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Working under the influence of alcohol or drugs
- Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty, or while operating City-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Negligence or improper conduct leading to damage of City-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones, mail system or other City-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- The acceptance of favors, either material or otherwise, in return for the performance of his or her official duties as a City employee or for the neglect of his or her official duties as a City employee
- Offensive conduct or language towards the public or fellow City employees or an officer thereof
- Claim of sick leave under false pretenses or misuse of sick leave

- Concerted or deliberate restriction of output (i.e., slow down or delaying other workers)
- Sexual harassment or other unlawful harassment

18. Alcohol/Drug Use, Abuse and Testing Policy

Prohibited Conduct

The following conduct is strictly prohibited and will result in disciplinary action, up to and including termination:

- a. Possession, sale and/or use of drugs on city premises, while in City-provided clothes, while on City or work-related travel or while on City business (other than employees who possess drugs while they are engaged in law-enforcement work);
- b. Failure to notify City of an arrest or conviction under any criminal drug or alcohol statute within five days of the arrest or conviction;
- c. Possession and/or consumption of alcoholic beverages or being under the influence of alcohol during work hours, while in City-provided clothes or on City premises, while operating a City vehicle (or while operating a personal vehicle in connection with the performance of City business) or while performing job functions other than at the employee's home (other than employees who possess drugs while they are engaged in law-enforcement work); or
- d. Being under the influence of drugs while on duty, on City premises, on City work time, while in City-provided clothes, while on City business or while operating a City vehicle (or while operating a personal vehicle in connection with the performance of City business).

As used in this policy, "drug" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law.

Prescription Drugs and Medical Marijuana

With the exception of medical marijuana, nothing in this rule is intended to prohibit the use of a drug taken under supervision by a licensed health care professional, where its use does not present a safety hazard or otherwise adversely impact an employee's performance or city operations.

An employee who uses prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or that may affect the safety or well-being of others, must notify their supervisor of such use immediately before starting or resuming work. The City may reassign the employee using the prescription drugs to other work or take other appropriate action to accommodate the physical or mental effects of the medication. Failure to report use of prescription drugs covered by this rule will subject an employee to disciplinary action, up to and including termination. (Although an employee is not required to provide the City with the name(s) of the prescription medication(s) taken, medical verification of the prescription may be required.)

Employees who use medical marijuana in connection with a disability should discuss with their supervisor other means of accommodating the disability in the workplace, as the City will not

agree to allow an employee to use medical marijuana as an accommodation. (See “Disability Accommodation Policy,” above.)

Testing

The city reserves the right to:

- a. Subject applicants who are given a conditional offer of employment in a safety-sensitive position to a drug and/or alcohol test;
- b. Test employees reasonably suspected of using drugs or alcohol in violation of this policy;
- c. Discipline or discharge employees who test positive or otherwise violate this policy; and
- d. Test employees when they: (1) cause or contribute to accidents that seriously damage a City vehicle, machinery, equipment or property; (2) result in an injury to themselves or another employee requiring offsite medical attention; or (3) when the City reasonably suspects that the accident or injury may have been caused by drug or alcohol use.

The phrase “reasonable suspicion” (or in any variation) used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol, or has used drugs or alcohol in violation of this policy. Circumstances which can constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- A pattern of abnormal or erratic behavior;
- Information provided by a reliable and credible source;
- A work-related accident;
- Direct observation of drug or alcohol use;
- Presence of the physical symptoms of drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- Unexplained significant deterioration in individual job performance;
- Unexplained or suspicious absenteeism or tardiness;
- Employee admissions regarding drug or alcohol use; and
- Unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to the City Administrator. Whenever possible, supervisors should locate a second employee or witness to corroborate their “reasonable suspicion” findings.

An employee whose initial laboratory screening test for controlled substances yields a positive result shall be given a second test. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive test result, the employee shall be notified of the results in writing by the City Administrator. The letter of notification shall state the particular substance identified by the

laboratory tests. The employee may request a third test of the sample within 24 hours of receiving the letter of notification, but such testing will be paid for by the employee.

Search of Property

When reasonable suspicion exists to believe an employee possesses alcohol or a controlled substance on City property, or has otherwise violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, the City may search the employee's possessions located on City property, including but not limited to, clothes, locker, lunchbox, toolbox and desk. Employees should have no expectation of privacy in any items they bring on to City property, or in property, equipment or supplies provided by city to employee.

Employee Refusal to Test/Search

An employee who refuses to consent to a test or a search when there is reasonable cause to suspect that the employee has violated this policy is subject to disciplinary action, up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

Crimes Involving Drugs and/or Alcohol

Employees shall report:

- Any criminal arrest or conviction for drug- or alcohol-related activity within five days of the arrest or conviction;
- Entry into a drug court or diversion program; or
- Loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or CDL).

Failure to report as required will result in disciplinary action up to and including termination.

Drug and Alcohol Treatment

The City recognizes that alcohol and drug use may be a sign of chemical dependency and that employees with alcohol and drug problems can be successfully treated. The City is willing to help such employees obtain appropriate treatment.

An employee who believes that he/she has a problem involving the use of alcohol or drugs should ask a supervisor or the City Administrator for assistance.

The City will work with an employee to identify all benefits and benefit programs that may be available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and the city to the extent its existing benefits package covers some or all of the program costs.

Although the City recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance *before* drug or alcohol problems lead to disciplinary action. Once a violation of City policy is discovered, the employee's willingness to seek city or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other person, agency or the City is prohibited unless written authorization is obtained from the employee.

19. Smoke-Free Workplace

The City provides a tobacco-free environment for all employees and visitors. For purposes of this policy, "tobacco" includes the smoking of any tobacco-based product, smoking in any form (including, without limitation, cigars and e-cigarettes) and the use of oral tobacco products or "chew/spit" tobacco. Marijuana is also prohibited under this policy. This policy applies to employees, volunteers, and any visitors to City property, vehicles or facilities/buildings.

City buildings and vehicles are tobacco- and marijuana-free areas. Tobacco/marijuana use is prohibited during working hours. Further, the City prohibits tobacco/marijuana use in or around City vehicles and equipment or machinery.

If you wish to smoke tobacco, you must do so outside of the City's facilities/buildings, only in designated smoking areas and out of visitor view. Smoking is not allowed near building entrances; Oregon law prohibits smoking within 10 feet of building entrances and other openings, including second-story windows.

20. Personal Appearance

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to the community.

During business hours or when representing the City, you are expected to present a clean, neat and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

21. Political Activity

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours. This means that employees cannot:

- Be required to give money or services to aid any political committee or any political campaign;
- Solicit money or services (including signatures) to aid or oppose any political committee, nomination or election of a candidate, ballot measure or referendum or political campaign while on the job during working hours (this is not intended to restrict the right of City employees to express their personal political views); or
- Be disciplined or rewarded in any manner for either giving or withholding money or services for any political committee or campaign.

22. Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with the City. Although advance notice is not required, the City requests at least two weeks' written resignation notice from all employees.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

23. Progressive Discipline

The purpose of this policy is to state the City's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

The City's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future.

Disciplinary action ranges from oral or written reprimands to dismissal from City service and depends on the severity of the offense as well as the number and frequency of previous acts of misconduct. The City retains the right to skip steps in this process and jump to more severe forms of disciplinary action when warranted.

- 1) For minor offenses, the employee will be given a verbal warning. If this does not correct the situation within a reasonable length of time, the supervisor will proceed to the second step of this procedure.
- 2) For more serious violations or repetition of minor violations, the employee may be given a written warning outlining the reason for the warning and future disciplinary action which would be taken for repeated violations.

- 3) For repeated minor violations or for a first serious offense that does not require temporary removal from work, the employee may have compensation reduced by the loss of a number of vacation days not to exceed one-half of the vacation days to be accrued in the following year; or the employee's pay may be reduced up to 10 percent based on a written evaluation. A special evaluation shall be completed three months after any such action. If the violations have not recurred and the correction noted in the written evaluation at the time of the discipline has been accomplished, the employee's pay rate shall be reinstated.
- 4) For repeated minor violations or for a serious offense, the employee may be suspended without pay for a period of time up to 30 working days or discharged.
- 5) Supervisors are not required to use each step of progressive discipline. Discipline may begin at the step of the procedure commensurate with the offense committed. For serious violations, especially those involving criminal behavior, an employee may be terminated without any prior discipline. Also, the supervisor may repeat any step if the discipline is commensurate with the offense and repeated violations receive appropriate response.

Every supervisor shall discuss improper or inadequate performance with the employee in order to correct the deficiencies and to avoid the need to exercise disciplinary action. Discipline shall be of increasingly progressive severity whenever necessary.

A written notice shall be given each employee for each disciplinary action stating the reasons for the disciplinary action and the date it shall take effect. The notice shall be given to the employee at the time such action is taken. A copy of the notice signed by the employee shall be placed in the employee's personnel file and shall serve as prima facie evidence of delivery. Signing does not indicate agreement.

24. Workplace Inspections — No Right to Privacy or Confidentiality

This policy applies to inspections and investigations conducted by the City pursuant to policy or law unless otherwise modified by a different policy in this Handbook.

An employee investigation may include, but is not limited to, investigation of criminal records; it may also include a search of desks, work areas, file cabinets, voicemail systems and computer systems. *Employees are strongly discouraged from storing personal items in the desks, lockers, work areas, file cabinets and other office equipment or furniture, as well as voicemail and computer systems assigned to them by the City; these areas are not private.*

All information related to reports generated from inspections and investigations, including the name of the reporting employee(s), will be kept as confidential as possible under the circumstances.

25. Problem Resolution

The City is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion or question receives a timely response from the City supervisors and management.

The City strives to ensure fair and honest treatment of all employees. Supervisors, managers and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices not covered by a CBA that applies to an employee, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the City in a reasonable, business-like manner or for using the problem resolution procedure.

The City shall promptly consider and equitably adjust employee grievances relating to employment conditions. Furthermore, the City encourages an “open-door” policy for receiving complaints or suggestions and desires to address the cause of grievance informally – both supervisors and employees are expected to resolve problems as they arise.

26. References

All requests for references or recommendations must be directed to the City Administrator. No manager, supervisor or employee is authorized to release references for current or former employees. Managers and supervisors are expressly prohibited from providing LinkedIn “recommendations” or using a website on the internet to discuss a current or former employee’s performance or termination of employment.

By policy, the City discloses only the dates of employment and position(s) held of former employees. Former employees who authorize additional disclosures must make a request to do so in writing.

Employee Acknowledgement

Acknowledgment of Receipt of City of Rainier 2020 Personnel Policies and Procedures

I acknowledge that I have received and will read a copy of the City of Rainier's 2020 Personnel Policies and Procedures. I also understand that a copy of the City of Rainier's 2020 Personnel Policies and Procedures is available to me at any time to review in the City Administrator's office.

I understand that the City of Rainier has adopted the 2020 Personnel Policies and Procedures only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time in the City's sole discretion. I also understand that the City of Rainier's 2020 Personnel Policies and Procedures control over any other contradictory statements, other than those found in applicable collective bargaining agreements. I acknowledge that the City of Rainier's 2020 Personnel Policies and Procedures are not an employment contract and are not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

I understand that either the City of Rainier or I may terminate my employment relationship at any time, for any lawful reason, with or without cause, and with or without notice, unless my employment is covered under a collective bargaining agreement. Other than promises that may be found in that collective bargaining agreement, I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review the City of Rainier's policies regarding equal employment opportunity and that the City of Rainier aims to provide a workplace free of harassment and discrimination. I will bring any questions or concerns I have regarding equal employment opportunities, discrimination, retaliation or harassment to City Administrator or any trusted manager or supervisor.

During my employment with the City of Rainier, I understand that it is my responsibility to remain informed about the policies as revisions, updates and new policies as issued, and to ask questions about any interpretation of any of the policies.

I have read this acknowledgement carefully before signing.

Employee Signature

Date

The original of this document will be kept in the Employee's personnel file. A copy will be provided to the Employee upon request.